



Kimberley Bike Park Revitalization - Paved Pumptrack
Request for Proposals

REQUESTED BY:
Kimberley Trails Society
290 Wallinger Avenue
Kimberley BC
V1A 1Z1

ISSUED ON: Dec 7th, 2023

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INFORMATION TO PROPONENTS

INFORMATION FOR PROPONENTS

1. OVERVIEW

The Kimberley Trails Society invites qualified proponents experienced in designing and building asphalt paved pump tracks to submit proposals. Our aim is to enrich and support mountain biking infrastructure, providing an accessible facility for individuals to learn biking skills, thereby promoting a healthy, active lifestyle. A pump track will benefit youth by offering an easily accessible, self-guided activity and will cater to families during times of economic challenges when improved outdoor recreation spaces that are cost-free are in high demand.

2. BACKGROUND

The Kimberley Bike Park (KBP) was originally constructed 15 years ago in partnership with the City of Kimberley and managed by a volunteer group. Due to a lack of formal organization and funding, the park was eventually dismantled. Now, the KBP falls under the Kimberley Trails Society, and in 2022, the Kimberley Revitalization Project was initiated as a multi-stage plan, encompassing Phase 1 - Rebuilding of the Dirt Jumps, Phase 2 - Installation of a Paved Pumptrack, and Phase 3 - Landscape Improvements and Integration into the nearby trail system.

Recognizing the use and enjoyment of the existing park by local families, the Kimberley Trails Society has taken several steps to fulfill this commitment:

In 2022, we secured support from the City of Kimberley and applied for a Grant from Columbia Basin Trust for Phase 1 - Rebuilding of the Dirt Jumps.

In 2023, the CBT Grant was awarded to the City of Kimberley for the Rebuilding of the Dirt Jumps, with Kimberley Trails Society supporting Phase 1.

A topographical survey of the area has been completed.

In Spring 2023, preliminary site preparation with large excavation equipment was finalized.

In Spring/Summer 2023, we applied for and received the BC Tourism Destination Development Grant.

In Fall 2023, the City of Kimberley and Kimberley Trails Society began the procurement process for contractors for Phase 1 to commence construction in Spring/Summer 2024.

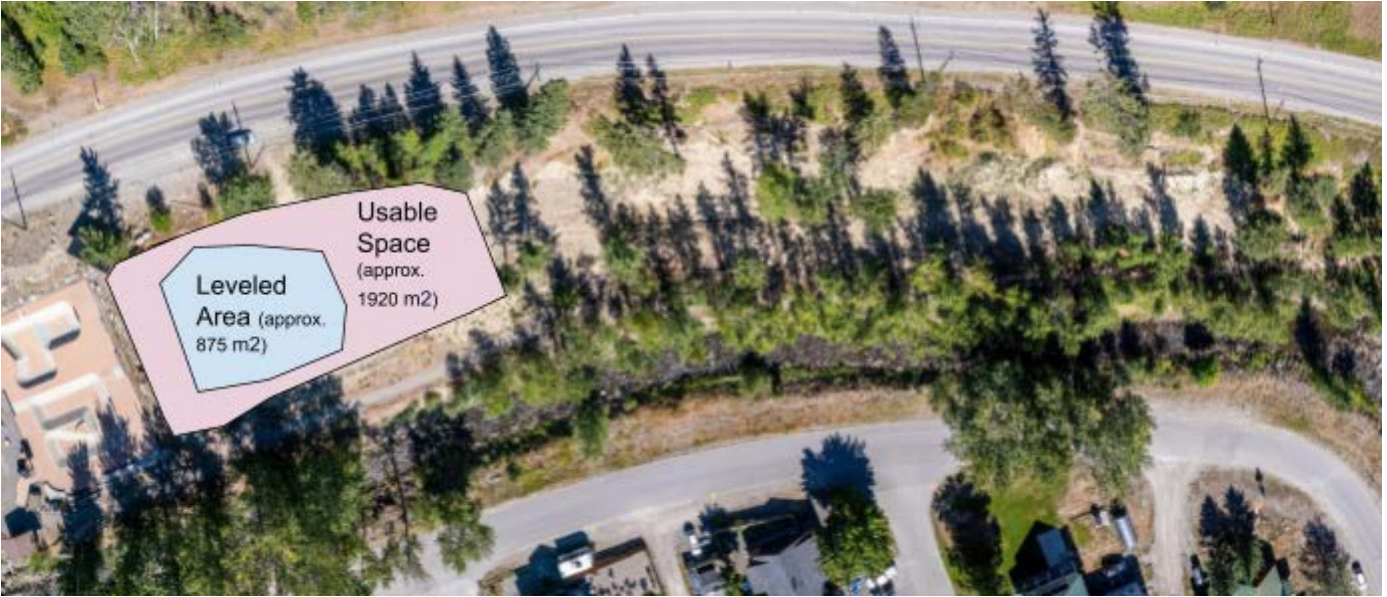
In Fall/Winter 2023, a Geotechnical Survey RFP is underway, possibly overlapping with Phase 1.

It should be noted that due to funding rollout and changing timelines, Phase 1 of the project may overlap or occur in conjunction with Phase 2, the Building of the Pump Track.

SITE LOCATION

The work will take place on City of Kimberley property located at Rotary Drive and Marsden St., adjacent to the Kimberley Skate Park. The Dirt Jump portion of the Kimberley Bike Park Revitalization Project will be situated below the designated area reserved for a future Pump Track. The approximate size of the current leveled area is 25m by 30m (875m²). With additional leveling, movement of material or removal of material, the available space can be expanded to approximately 32m by 60m (1920m²).





**Leveled
Area** (approx.
875 m²)

**Usable
Space**
(approx.
1920 m²)





RGreggain

2023-05-29, 11:36:51





future dirt jumps below

RGreggair

2023-05-29, 11:31:09



CONTRACT DESCRIPTION:

The Kimberley Trails Society is seeking a contractor to:

Design and Build a Community-Based Paved Pump Track: The design and construction must fully integrate and complement existing features such as the Skate Park, covered kiosk area, and future Dirt Jump Area. Detailed designs and development of these future components are not part of this RFP, but their locations must be considered as part of the Pump Track design. Collaboration with the Dirt Jump Contractor may be necessary if Phase 1 and Phase 2 overlap. Due to two different stakeholders involved in the overall project (KTS and the City of Kimberley), Phase 1, Rebuilding of the Dirt Jumps, is a separate RFP. If the timing and rollout of the aforementioned RFP for Phase 1 coincide with the release of the Pump Track RFP, inquiries and applications for both RFPs can be submitted.

CONTRACT SCOPE AND DELIVERABLES:

1. Design and installation of an Asphalt Pump Track Construction, including site preparation, supplies, labor and installation, and site restoration.
2. Recommendations for signage for main track and jump lines. Design and installation of signage for safety guidelines, proper use of pump track including KTS/Bike Park logos, contractors and funding sources logos. Minimum sign size 4ftx4ft across.
3. Installation of directional lines on Asphalt to indicate flow of traffic.
4. Provide design and installation of landscaping that will tie in the Pump Track into existing skate park, dirt jump staging area, surrounding pathways and seating areas (Grass seed, trees etc)

ADDITIONAL DESIGN REQUIREMENTS AND CONSIDERATIONS

- Final design must be approved by the Kimberley Trails Society, and the City of Kimberley.
- Ensure the design is suitable for riders of all abilities, from beginners to advanced.
- Facilitate rider progression and provide transition opportunities for advanced/pro riders by including opportunities for variable line choice.
- Incorporate a surface drainage plan to prevent water pooling on or adjacent to the pump track.
- Collaborate with the Kimberley Trails Society to select a final pump track layout that best meets community needs and integrates into the overall park design.
- Consult with Kimberley Trails Society and City of Kimberley regarding finishing landscaping to discuss options and any considerations for future landscaping that may cause damage to underlying drainage structure and surface prep.
- Include any city requirements, as appropriate.
- Provide maintenance instructions for pump track upkeep and Warranty information.
- Build the proposed community-based pump track, supplying all necessary materials, equipment, and labor.

COST BREAKDOWN REQUIREMENTS

Proponents are responsible for submitting a proposal outlining their design, vision, and cost breakdown for project completion. The cost breakdown must include, but is not limited to:

- Mobilization
- Site preparation – materials, equipment, labor.

- Excavation, Backfilling & Subgrade Preparation, Grading
- Drainage installation – materials, equipment, labor.
- Pump track shaping – materials, equipment, labor.
- Pump track paving – materials, equipment, labor.
- Landscaping – materials, equipment, labor.
- Signage - paved pumptrack and dirt jumps including one (1) Signage kiosk (minimum 4ftx4ft) including digital file for proper use and safety messages and company, and funding sources logos
- Pump Track Directional Lines-materials, equipment, labor.

2. CLOSING DATE, TIME, AND DELIVERY REQUIREMENTS

Either one (1) hard copy of the Proposal or 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 shall be enclosed in a sealed envelope clearly marked **Kimberley Bike Park Revitalization Project - Paved Pump Track**, addressed to the attention of Kimberley Trails Society, delivered to:

% Rockies Law

290 Wallinger Avenue #201

Kimberley BC

V1A 1Z1

Electronic Copies should be sent to admin@kimberleytrails.com with the subject line of **Proposal From *Proponents Name* - Kimberley Bike Park Revitalization Project - Paved Pump Track**

6:00 P.M. LOCAL TIME – Friday, February 2nd, 2024

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.**
- Facsimile (fax) proposals for this RFP will **NOT** be accepted. If submitting a bid file via email, the Proponent must also follow up with a separate email and/or phone call to confirm that the submission has been received.
- Delivery of the RFP by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than which is stated in the RFP and the envelope/package fails to be delivered to KTS prior to the closing date and time.

3. COMMUNICATIONS & ENQUIRIES

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 other parties or the Kimberley Trails Society website at their discretion.

Enquiries - Kimberley Bike Park Revitalization - Paved Pumptrack

Ryan McKenzie – Kimberley Trails GM

Email: gm@kimberleytrails.org

James Miles - Kimberley Trails Executive Director

Email: admin@kimberleytrails.org

Any and all inquiries and questions are to be submitted prior to 6:00 pm on Friday, January 26th, 2024. KTS reserves the right to not respond to any enquiries that are submitted after this time and date.

4. ADDENDA

All addenda, amendments, or further information with regard to this RFP will be published on the Kimberley Trails Society website and sent to parties that have expressed interest via email. Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the Kimberley Trails Society website regularly to ensure that they have received all updates.

5. AMENDMENTS TO & WITHDRAWALS OF PROPOSALS

5.1. Amendment to Proposals:

Proposals that have been submitted may be amended in writing and delivered to the RFP

contact person as identified in section 3 prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and may be either hand-delivered to KTS or emailed to the RFP contact address or email.

5.2. Withdrawal of Proposals:

Proposals may be withdrawn by the Proponent at any time prior to the RFP closing time and date by submitting a written withdrawal letter either hand-delivered to KTS or emailed to the RFP contact person as identified in section 3.

4. TERMS, GENERAL CONDITIONS, & KTS' RESERVED RIGHTS

6.1. Acceptance of Proposals:

- KTS reserves the right to accept any Proposal to this RFP which it deems to be in its own interest and/or to reject all Proposals. Proposals that are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations or irregularities of any kind may be rejected. Proposals will be assessed in light of the evaluation criteria, and KTS reserves the right to accept or reject any Proposal in its sole and unfettered discretion without further explanation.
- Proposals must be completed with due care. All proposals must conform to the instructions contained herein. If a Proposal does not conform in every way, even in ways that may seem innocuous to the Proponent, the Proposal may be rejected and not considered by KTS.
- By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, including all addenda, understands it, and agrees to be bound by its requirements.
- Neither acceptance of a 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, or Municipal statute, regulation, or bylaw.

4.2. Ownership of Proposals:

All Proposals, including any attachments and documentation, submitted to and accepted by KTS in response to this RFP become the property of KTS. They will be received and held in confidence by KTS, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA).

4.3. Online Project Overview:

Proponents may also attend an optional online project overview:

- **Date and Time** – Interested parties should contact gm@kimberleytrails.org by January 12th to arrange an online question and answer session.
- **Pre Register** - with Ryan McKenzie by email to gm@kimberleytrails.org

4.4. Liability for Errors:

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

4.5. Definition of Contract:

Notice in writing to a Proponent of the acceptance of its Proposal by KTS and the subsequent full execution of the written Contract will constitute a Contract for the goods and services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods and services until the occurrence of both such events.

4.6. No Lobbying:

Proponents, Proponent team members including key individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Work, this RFP, or the competitive selection process, including for the purpose of influencing the outcome of the competitive selection process. Further, no such person (other than as expressly contemplated in the RFP) will attempt to communicate in relation to the Work, this RFP, or the competitive selection process, directly or indirectly, with any representative of KTS, or any KTS directors or Committees members for the purpose of:

- Commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in any relation to Proposals of any Proponents;
- Influencing, or attempting to influence, the evaluation and ranking of the Proposals, the selection of the Consultant, or any negotiations with the Consultant;
- Promoting the Proponent or its interests in the Work;
- Commenting on or criticizing aspects of this RFP, the competitive selection process, the

Project, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; or

- Criticizing the Proposals of other Proponents.

4.7. Subcontracting:

The successful Proponent (“Contractor”) shall not assign or subcontract any part of this agreement without prior written consent from KTS. No permitted assignment or subcontract shall relieve the Contractor from its obligations arising from the RFP or impose any liability upon KTS to any assignee or subcontractor. The Contractor shall at all times be held fully responsible for any and all acts and omissions of the assignee’s or subcontractor’s directors, officers, independent contractors, employees, subcontractors, shareholders, agencies, partners, and volunteers.

KTS shall not permit the Contractor to subcontract to any entity or individual whose current or past corporate or other interests may, in KTS’ opinion, give rise to a conflict of interest in connection with the project to be undertaken or the services to be provided pursuant to this RFP. This includes, but is not limited to, any entity or individual involved in the preparation of the Proponent’s proposal.

Further, in addition to or in lieu of any other remedies that KTS has in law or in equity, KTS shall have the right to terminate the agreement in the event that KTS, in its sole discretion, determines that the Contractor has contravened the prohibition set forth in the preceding paragraphs.

4.8. Claims or Possible Claims:

KTS will preclude a Proponent from responding if such Proponent has made a formal demand or otherwise put KTS on notice for a pending action or is involved in any actual litigation proceedings (excepting only construction liens, proceedings, or notices) by or against or otherwise involving KTS, until a final decision is rendered and for a period of three (3) years thereafter.

4.9. Reference Check:

KTS shall be entitled to verify the Proponent’s references at any time during the RFP process.

4.10. Cost of Proposal:

The Proponent shall assume all costs related to the preparation and drafting of their Proposals and KTS shall, under no circumstances, be liable to compensate respondents for such costs.

5. TERMINOLOGY

Throughout this RFP, the following terminology is used:

“Contractor” means the successful Proponent to the RFP who enters into a written Contract with the Kimberley Trails Society.

“Contract” means the written agreement resulting from the RFP, executed by the Kimberley Trails Society and the Consultant.

“Force Majeure” means causes that are beyond a party’s control, and which are unavoidable by the exercise of reasonable foresight.

“KTS” means the Kimberley Trails Society.

“Must”, “Mandatory”, Shall or “Required” means a mandatory requirement to be met in order for a Proposal to receive consideration.

“Proponent” means a party that submits a Proposal in response to this RFP.

“Proposal” means the Proponent’s submission in response to this RFP.

“RFP” means this Request for Proposal which includes the documents listed in the index of the RFP and any modifications thereof or additions thereto as incorporated by addenda before the RFP closing date and time.

“RSTBC” refers to the Provincial body that manages crown recreation lands and stands for Recreation Sites and Trails British Columbia.

“Should” or “Desirable” means a desirable requirement that has a significant degree of importance to the objectives of the RFP.

“Subcontractor” includes, inter alia, a person, firm or corporation having a contract with the Consultant for the execution of a part or parts, or furnishing to the Consultant materials and/or equipment called for in the RFP.

“Work” means any labour, efforts, and/or duty required to accomplish the purpose of this project.

6. RFP Schedule

The RFP deliverable target dates are as follows:

- RFP issued: December 7th, 2023
- Optional Site Visit: Per vendor request (email gm@kimberleytrails.org)
- Optional Online Project Overview: Per vendor request (email gm@kimberleytrails.org)
- Deadline for written questions: January 26th, 2024 6:00 P.M.
- RFP closing: **6:00 P.M. Mountain Time Zone – Friday, February 2nd, 2024**
- Contract award: February 23rd, 2024

7. SCOPE AND DELIVERABLES

7.1. OBJECTIVE

Completion of the Work will result in the upgrades to the trails listed in this document in Schedule 1.

7.2. SITE LOCATION

The work will take place on City of Kimberley property located at Rotary Drive and Marsden St., adjacent to the Kimberley Skate Park. The Dirt Jump portion of the Kimberley Bike Park Revitalization Project will be situated below the designated area reserved for a future Pump Track.

7.3. SCOPE OF WORK

Following are descriptions of the various project components that comprise the Work. Some variation from the trail routes as described below may be acceptable. Any suggested alterations to the trail routing will be inspected by a representative appointed by the KTS and must be approved by all parties.

7.4 Project Timeline

Time is of the essence for this Work. The Consultant shall be required to complete the Work no later October 31st, 2025 due to funding requirements. Additional consideration will be given to contractors who can complete the work in the summer of 2024.

CONTENTS OF PROPOSAL

8. 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:

8.1. CORPORATE QUALIFICATIONS & EXPERIENCE

Proponents must include a brief summary of their company's background, area of expertise, organization chart, and number of employees. Proponents must have prior experience planning similar projects. Proponents shall list any subcontractors or sub-consultants they intend to use, and provide a similar summary for each of them. Proponents shall include at least three (3) project abstracts that clearly outline previous projects where similar work has been provided. The referenced projects shall be of a similar or greater magnitude that have been successfully completed by the company within the past three (3) years. The project abstracts shall clearly note the project value, a comparison of budget versus actual costs incurred, project constraints, location, client names, and references.

8.2. EXPERIENCE, DEPTH, & BREADTH OF PROJECT TEAM

Proponents shall provide the Curriculum Vitae (CV) of the Project Manager; and list all other project team members that would be directly involved in the project, indicating relevant experience, qualifications, credentials, and notable achievements in each area of the Work. KTS must be kept apprised of (and approve any) changes or substitution of key personnel for this project.

8.3. APPROACH & METHODOLOGY

Proponents are to confirm their understanding of the scope of work and clearly define and describe how their proposed approach would meet those requirements, including the Project constraints, sequence and timing of milestones, the respective expertise involved, and their time allocation for each. The work plan should include a scheduling of activities and resources necessary to meet the project objectives, including the provision of a quality assurance and control plan that ensures senior technical review of relevant project activities.

8.4. VEHICLES AND EQUIPMENT

The Contractor must provide or rent their own equipment. The worksite is on City of Kimberley land adjacent to the existing Kimberley Skate Park. Proponents will have access to the work sites from the adjacent roadways of Rotary Drive and Marsden Street. At no time should contractor vehicles completely block access to any roads or sites. Proponents must stay informed of any other commercial road use and for possible emergency use such as wildfires, emergencies and other staff. Proponents are to provide a listing detailing the make, model and year of all vehicles and equipment to be used to undertake the Work.

8.5. QUALITY ASSURANCE & CONTROL

Strategic decisions will be based on the collected data and analysis results provided by the Proponent. Proponents shall 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.

8.6. SCHEDULE OF WORK

Proponents shall indicate when the Work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required. The proposed schedule must align with the Project Timeline defined in section 9 of this RFP.

8.7. COST/PROPOSED FEE FOR PROJECT

The total project cost is to be considered an upset limit, not to be exceeded unless 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 costs of printing and reproducing, drawings, reports, travel/accommodation costs, out of pocket expenses, and all other expenses.

PROPOSAL EVALUATION

9. PROPOSAL EVALUATION

KTS, in its sole discretion, may disqualify any Proposal 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.

9.1. 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
Corporate Qualifications & Experience	Demonstrated success on other, similar projects.	20
Project Team	Relevant qualifications and experience of the Project Team members in each applicable area	15
Approach, Methodology & Quality Assurance and Control	Thorough and demonstrable understanding of the requirements and KTS' expectations of this project.	20
Vehicles and Equipment	Clearly demonstrates the vehicles and equipment to be utilized on the project meet the project's requirements	10
Schedule & Work plan	Proposed schedule, milestones, and timelines meet deadlines and requirements	10
Proposed price	Fee spreadsheet with fees for each work activity, and total upset price	25

Total		100
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AWARD

10. AWARD

It is not the intent of KTS to award this project to any Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. KTS reserves the right to reject any submitted Proposal from any Proponent who, in its sole and reasonable opinion, is deemed incapable of providing all necessary resources to perform the work in a satisfactory manner.

This RFP is not a tender and does not commit the Kimberley Trails Society in any way to select a Consultant. KTS reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of KTS to do so. In addition, KTS may elect to reject any or all Proposals for the following reasons:

- All Proposals received are outside the available budget for this project
- KTS decides to cancel the project

10.1. RIGHT TO NEGOTIATE

After the contract has been awarded to the Contractor, KTS reserves the right to negotiate minor changes, amendments, or modifications to the Contractor's Proposal, without offering the other Proponents the opportunity to amend their Proposals.

10.2. FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Proponent fails to execute an agreement within 30 calendar days of notice of project award, KTS may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Proponent. In the event of failure to execute as aforesaid, or in the event that the Proponent does not, in the opinion of KTS comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if KTS, in its sole and unfettered discretion determines that the service or product provided by the Contractor is unsatisfactory at any time during the term of the Contract, KTS reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, KTS further reserves the right to remove the Contractor from eligibility to submit future Proposals for an indeterminate period thereafter.

10.3. REPORTING & COMMUNICATION

The Contractor shall report to a representative appointed by the Kimberley Trails Society,

who will oversee day-to-day coordination of this project. Approval will be required prior to the Contractor proceeding with subsequent components of the project or altering the work plan.

10.4. PUBLICITY

The Contractor shall not make any news release concerning the RFP, submitted Proposal or awarding of the same, or the resulting contract without the express written consent of KTS.

An award of a Contract to the Contractor does not constitute a general endorsement of the Contractor's products or services, and the award of a Contract cannot be used by the Contractor to promote the sale of products or services without the express written approval of KTS.

KTS may issue a news release about the award of the Contract and project updates.

10.5. INSURANCE

The Contractor must implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Contractor's own cost and expense, in such amounts, in such forms, and with insurers acceptable to KTS.

The Contractor must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than five million dollars (\$5,000,000) and KTS must be added as an additional insured to such policies and such policies must contain a cross liability clause.

The Contractor must carry automotive liability insurance for all motorized vehicles (owned and not owned) in the amount of not less than three million dollars (\$3,000,000). Each insurance policy must contain a waiver of subrogation clause in favor of KTS and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

The Contractor must carry insurance on equipment owned or rented by the Contractor to its full insurable value.

10.6. REGULATORY & LEGISLATIVE COMPLIANCE

The Contractor shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The Contractor will provide KTS with a copy of their current Certificate of Clearance from WorkSafe BC, prior to or at the time of signing the Contract; with copies of renewal confirmation provided every ninety (90) days.

The Contractor to the Contract shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafe BC OH&S regulations under applicable Sections 20 and 118 and applicable Subsections within them. The Contractor must have the necessary qualifications for and be willing to accept the responsibilities as Prime Contractor for the Contract.

The Contractor shall provide KTS, prior to the commencement of the Work, with a written copy of the Health and Safety Policy of their organization, along with any applicable procedures relevant to the Work. If the Contractor does not have written procedures relevant to the Work, the Contractor's project team will be expected to abide by KTS' safety procedures in accordance with the duties of employer's provision of the *Occupational Health and Safety Act*.

The Contractor must acquire, at their own expense, all permits, business licenses and other licenses and insurance necessary or required to fulfill the contract.

By submitting a Proposal, the Proponent represents that it has the legal capacity to enter into a Contract and is in compliance with all federal, provincial, and municipal laws and regulations applicable.

10.7. FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its contractual obligations by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause. In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.

10.8. DEFAULT BY CONTRACTOR

In the event that the Contractor is found to be in non-compliance with the terms/requirements hereof or in supplying and delivering the services and/or goods in accordance with said terms/requirements, the Contract may be canceled at the full discretion of KTS.

10.9. INDEMNIFICATION

The Contractor shall indemnify KTS, its employees, trustees, officers, directors, independent contractors, subcontractors, agents, volunteers, successors, and assigns from any and all losses, costs, and damages including, but not limited to: incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity. Liabilities

include, but are not limited to: any and all liability for damages to property and injury to persons (including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind. Any expenses including, but not limited to: legal fees for a solicitor which indemnified persons, entities or organizations may suffer or incur howsoever caused, arising out of or in connection with, in any way related to, or as a result of:

- Anything done or omitted to be done by the Contractor or the Contractor's personnel with respect to their obligations under the contract or otherwise in connection with this RFP, including any breach by the Contractor of its obligations under this Contract or any breach by the Contractor representations, warranties and covenants set forth in the Contractor's proposal; and
- Any alleged infringement or infringement of any patent, copyright, trade mark, trade secret, or other intellectual or industrial property right or contractual right or obligation of any third party by reason of the purchase, use, or possession of any of the services or deliverables under the Contract.



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 Bike Park Revitalization - Paved Pumptrack.**

Total Project Price(excluding GST and PST) \$

GST \$

PST (if applicable) \$

Total Project Price(including GST and PST if applicable) \$

OFFERED ON BEHALF OF:

COMPANY:

ADDRESS:

NAME(PRINT):

TITLE:

PHONE:

SIGNATURE


DATE

MANDATORY DOCUMENT CHECKLIST

Appendix A - Receipt Confirmation Form

Appendix B - Proponent Declaration Form

Appendix C – Proposal Form

 1 hard copy of the Proposal & 1 electronic version

All information required and itemized in Section 11 of this RFP Cover
letter signed by a person authorized to legally bind Proponent

APPENDIX C - Site Information (Full Size Images available in Appendix D)



APPENDIX D- Site Survey

https://drive.google.com/drive/folders/15k9Ts4yogJij4tyEAhl5UpAGW5PV_rVq?usp=sharing

****Site Survey is for entire site of the Bike Park Revitalization Project therefore it reflects the site designated for the Paved Pumptrack adjacent to the Skate Park, as well as the location of the Dirt Jumps at lower elevation to the Pump Track.***

****Site photos relevant to Pumptrack location are highlighted in previous pages of this RFP. Photos pertaining to location designated for dirt jumps at lower elevation are part of the complete survey package and are included to provide context.***