



The Corporation of the Village of Salmo

423 Davies Avenue, PO Box 1000, Salmo, BC V0G 1Z0

REQUEST FOR PROPOSAL

TRANSPORTATION PLANNING CONSULTANT

The Village is seeking bids for a consultant to conduct a TRANSPORTATION STUDY to assess the feasibility of regular, daily bus service to and from Salmo to Nelson, Castlegar and Fruitvale/Trail.

1. DESCRIPTION OF THE REQUIREMENT

The Village of Salmo is looking to contract with a consulting company with experience in transportation studies to design an online survey and conduct in-person or on-line interviews with local businesses/employers and post-secondary institutions in Nelson, Castlegar and Fruitvale/Trail to assess the feasibility of daily bus service between these cities and villages. We would like to gather information to assess the viability of an on-demand micro-transit system; namely the Salmo Owned and Operated Bus Initiative (SCOObI) as described in *Attachment A*. Should data support a recommendation for a pilot project, the data will be used to inform Salmo Council decision making and computer modelling.

2. TERMINOLOGY

Throughout this RFP, the following terminology is used:

“Consultant” means the successful Proponent to the RFP who enters into a written Contract with the Salmo Valley Early Childhood Advisory Council.

“Contract” means the written agreement resulting from the RFP, executed by the Corporation of the Village of Salmo.

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

“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 included 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.

“**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.

“**Village**” or "Village of Salmo" means the Corporation of the Village of Salmo.

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

3. DESCRIPTION OF THE REQUIRED WORK

3.1. Project Overview

Located in the central Kootenays, equidistant from the cities of Trail, Castlegar and Nelson and various villages on route, the Village of Salmo, known as the “Hub of the Kootenays”, pop 1,140 + 1,500 in the immediate surrounding area, has never had regular, daily transit between these cities and villages. This limits employment, educational, and recreational opportunities for Salmo and Regional District of Central Kootenay (RDCK) Area G residents as well their ability to shop or schedule medical appointments.

The Village would like to determine if a micro-transit system is wanted and supported by residents by conducting a feasibility study to gather data and inform decision-making.

Utilizing SpareLabs innovative transit software app, Spare Launch, the Salmo Community Owned and Operated Bus Initiative (SCOObI) is a proposed micro-transit system that would connect Salmo and surrounding Area G residents to the nearby cities and villages along Highways 3 and 6. Rather than congregating at a bus stop, using the app, riders will be able to pre-book transit pick-up and drop-off within set timeframes and routes, similar to calling for an Uber. Area G residents will also utilize the service. Spare Labs software has enabled micro-transit systems around the world in both urban and rural settings.

The innovative SCOObI system has the potential to transform how people reach and engage the resources and opportunities within these communities. Currently, all RDCK population centres depend heavily on Single-Occupancy-Vehicle (SOV) trips (averaging 2,300+ riders daily in January and 5,700 in July 2018). An SOV trip takes approximately 35-40 minutes to each city. SCOObI is expected to decrease SOV trips. In addition to the feasibility of SCOObI picking up people at the homes, the Village would like to also assess the option of picking up and dropping patrons off at pre-determined bus stop locations, perhaps with the feasibility of

either dropping patrons off and picking them up at their specific locations or at predetermined locations in neighbouring cities.

Conducted via an online survey, in-person interviews and industry research, the study should provide the following information:

- a) Whether or not the community actually wants and will support and use this unique, innovative transit system.
- b) If there is interest in the service:
 - i. what is the estimated initial ridership, and
 - ii. how would riders use it (work, school, play?), and
 - iii. when (daily demand and timeframes).
- c) A draft assessment on how the system would be financially viable, or not. It should also detail, if there is interest and support, how frequent riders would purchase an annual membership to support the service up front.
- d) The estimated reduction in the number of daily SOV trips.
- e) Whether or not customers have a preference for running:
 - i. along pre-determined main routes each day picking up and dropping off the pre-booked customers and returning them back to Salmo later that day, vs.
 - ii. pre-booked home pick/up and return.
(Note: System modelling using Spare Realize software will provide the more detailed, optimized information on various scenarios for the system. It may be included in a proposal or form the next phase of this project. Ideally, proponents should utilize system modelling as part of this project.)
- f) Identify possible regional partners – BC Transit, RDCK, industry, etc.
- g) How the service might:
 - i. Impact area employers and what is the feasibility for the development and growth of a skilled workforce and for the growth of next-generation businesses and industry in the region. And, for example, would transit expand the base workforce for their industry or provide access to lower cost housing for their workers?
 - ii. How or if the system could mesh with shift work.
 - iii. Facilitate transit for students to attend high school and post-secondary facilities in other cities and also enable them to participate in recreational activities in other communities after school and on weekends.
 - iv. Enable regional school children to participate in after school activities in Salmo by having a ride home long after the daily school bus run.
 - v. Enable area residents to shop, attend to medical issues or participate in recreational activities.
 - vi. Enable Area G residents to access Salmo and other local businesses and cities on the routes.

- vii. Significantly decrease the number of out-of-village trips by SOVs and how decreased SOV trips will have an environmental impact by reducing GHGs.
- viii. Work with regional partners.

3.2. Project Scope and Deliverables

Information Gathering:

- a) Design, in consultation with the Village, an online/paper survey to gather community feedback. (The Village will undertake all related publicity.)
- b) Undertake, in consultation with the Village, online or in-person interviews with area industries and post-secondary institutions.
- c) Research and identify other micro-transit systems and their success or failure and challenges they faced.
- d) Estimated start-up and operating costs.

Report:

- a) A report detailing the findings including, but not limited to, a recommendation for the Village to either:
 - 1) Proceed with system modelling to maximize efficiency and costs, and then create an initial plan for a pilot project, with a full business plan and recommendations on how fund and undertake it, or
 - 2) To not move forward due to:
 - i. insufficient interest and support, or
 - ii. financially not viable, or
 - iii. both of the above.

Should the recommendation be (1) above, the report should include a basic Business Plan with estimated start-up and operating costs.

3.3. Methodology

The methodology should use a combination of qualitative and quantitative approaches including but not limited to:

- Online/paper surveys with stakeholders (some seniors will not participate online therefore printed copies must be made available (Village staff can assist)).
- Interviews with individuals and groups representing various stakeholders, with all participants being asked the same set of questions.
- Interviews with representatives from cities, towns and regions who have implemented micro-transit systems.
- Open house/public forum, or equivalent form of engagement, if warranted (Village staff can organize).

- Presentation of findings and recommendations to Council. (If needed this can be done remotely.)

Through this RFP, the Village of Salmo is seeking proposals from qualified Consultants with significant expertise in conducting research assessments, data analysis and reporting in relation to transportation, with the goal of completion of the reports and plans by December 21, 2021.

Proponents shall familiarize themselves with all aspects of the work required for this RFP.

4. PROPOSED DRAFT TIMELINE/WORKPLAN

Below is the current draft timeline/workplan. The goal is to have this work complete by year-end 2021.

Item #	Activity	Current Status	Estimated Completion Date
1	Deadline for receipt of RFP Responses, review & contract award		Oct. 1, 2021
2	Review responses, speak with top three submissions, select consultant		Oct. 5, 2021
3	Sign contract		Oct 5, 2021
4	Determine data needed	Concept stage	Oct. 15, 2021
5	Write and load online/paper survey questions		Nov. 1, 2021
6	Write questions for industry and educational facilities		Nov. 1, 2021
7	Public launch – announce online/paper survey, industry and educational survey		Nov. 1, 2021
8	Conduct in-person interviews with local industry and post-secondary facilities		Nov. 30, 2021
9	Online and paper survey close		Nov. 30, 2021
10	Analysis of data and generation of report on need and feasibility of project, with draft estimate of initial project costs (if project deemed feasible).		Dec. 21, 2021
11	Distribute report with recommendations to Council and funders		Dec. 21, 2021

It is expected that the majority of the work can be conducted remotely, although, COVID regulations permitting, it is preferable that industry and educational institution interviews be conducted in person. As many Salmo residents are seniors who do not use the internet and some residents may

not be inclined to do an online survey, it may also be necessary to hold a paper survey event of some sort. Village staff will assist as needed.

5. COMMUNICATIONS & ENQUIRIES

All 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.

RFP-TRANSPORTATION STUDY Enquiries

Anne Williams, CAO

cao@salmo.ca

Any and all enquiries and questions about the work required for this project will be accepted up to 4:00 pm Wednesday, September 22nd. All questions and answers will be shared online at the discretion of the Village of Salmo. The Village reserves the right to not respond to any enquiries that are submitted after this time and date.

6. ADDENDA

All addenda, amendments, or further information with regard to this RFP will be published on the BC Bid and Salmo Village websites. Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the BC Bid website regularly to ensure that they have received all updates.

7. AMENDMENTS TO & WITHDRAWAL OF PROPOSALS

7.1. Amendment to Submitted Proposals:

Proposals that have been submitted may be amended in writing and delivered to the RFP contact person as identified in Section 5 prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and may be either hand-delivered or emailed to the RFP contact address or email.

7.2. 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 or emailed to the RFP contact person as identified in section 3.

8. TERMS, GENERAL CONDITIONS, & VILLAGE'S RESERVED RIGHTS

8.1. Acceptance of Proposals:

(a) The Village reserves the right to accept any response to this RFP which it deems to be in its own interest and/or to reject all Responses. Responses 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 the Village reserves the right to accept or reject any Proposal in its sole and unfettered discretion without further explanation.

- (b) 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 the Village.
- (c) 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.
- (d) 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.

8.2. Ownership of Proposals:

All Proposals, including any attachments and documentation, submitted to and accepted by the Village in response to this RFP, become the property of the Village. They will be received and held in confidence by the Village of Salmo, subject to the provisions of the *Freedom of Information and Protection of Privacy Act (FOIPPA)*. The final study and report produced will become the property of the Village and may be modified or copied by the Village.

8.3. Liability for Errors:

The Village 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 the Village, 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.

8.4. Definition of Contract:

Notice in writing to a Proponent of the acceptance of its Proposal by the Village, 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.

8.5. 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 Project, 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 Project, this RFP, or the competitive selection process, directly or indirectly, with any representative of the Village for the purpose of:

- (a) Commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in any relation to proposals of any proponents;
- (b) Influencing, or attempting to influence, the evaluation and ranking of the Proposals, the selection of the Consultant, or any negotiations with the Consultant;
- (c) Promoting the Proponent or its interests in the Project;
- (d) 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; and
- (e) Criticizing the proposals of other Proponents.

8.6. Subcontracting:

The successful Proponent ("Consultant") shall not assign or subcontract any part of this agreement without prior written consent of the Village. Sub-contracts should be identified in the Proposal submitted. No permitted assignment or subcontract shall relieve the Consultant from its obligations arising from the RFP or impose any liability upon the Village to any assignee or subcontractor. The Consultant shall at all times be held fully responsible for any and all acts and omissions of the assignees or subcontractor's directors, officers, independent contractors, employees, subcontractors, shareholders, agencies, partners, and volunteers.

The Village shall not permit the Consultant to subcontract to any entity or individual whose current or past corporate or other interests may, in the Village's 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 the Village has in law or in equity, the Village shall have the right to terminate the agreement in the event that the Village, in its sole discretion, determines that the selected Consultant has contravened the prohibition set forth in the preceding paragraph.

8.7. Claims or Possible Claims:

The Village will preclude a Proponent from responding if such Proponent has made a formal demand or otherwise put the Village 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 the Village, until a final decision is rendered and for a period of three (3) years thereafter.

8.8. Reference Check:

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

9. RFP CLOSING DATE, TIME, AND DELIVERY REQUIREMENTS

Proposals may be submitted as a hard or digital copy on a stick or SD card or a pdf copy via email and must include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP. Proposals must be clearly marked with: “**Request for Proposal – TRANSPORTATION STUDY**” and will be received at the office of the Village of Salmo, up to and including 4:00pm, local time, Friday, October 1st, 2021. Hard copy submissions must be in a sealed envelope.

Please note the following:

- (a) It is the sole responsibility of the Proponent to ensure the Village receives their proposal prior to the closing time and date. All costs to prepare the Proposal shall be borne solely by the Proponents
- (b) Late bids will NOT be accepted and will be returned unopened to the Proponent.
- (c) Facsimile (fax) proposals for this RFP will NOT be accepted.
- (d) 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 the specified address prior to the closing date and time.
- (e) The Village recognizes the current COVID-19 restrictions on personal interaction. It is anticipated that most of this work can be done remotely via telephone and teleconferencing. Necessary personal and public interaction can be scheduled when conditions permit.
- (f) It is anticipated that proposals will be evaluated and the project awarded by October 5, 2021.
- (g) The successful proponent (“Consultant”) shall be required to commence work immediately upon award.
- (h) Time is of the essence for this project, and the Consultant shall be required to complete and submit the analysis and final report as expeditiously as is reasonable and practicable. The Consultant shall be required to complete the project no later than December 21, 2021.

Proposal Documents are to be Addressed to:

The Village of Salmo
423 Davies Avenue
PO Box 1000
Salmo, BC V0G 1Z0

Attention: Anne Williams, Chief Administrative Officer
Email: cao@salmo.ca

10. BUDGET & PROJECT DEADLINE

The total available budget for the Salmo Transportation Study is \$35,000 excluding GST.

11. CONTENTS OF PROPOSAL

At a minimum, and in addition to a statement indicating any past, existing, or potential conflict of interest, including with any business or landowner within the Village of Salmo, proposals shall include the following information:

11.1. Consultant Qualifications & Experience

Proponents must include a brief summary of their background and area of expertise. Proponents shall list any subcontractors or sub-consultants they intend to use, and provide a similar summary. Proponents shall include at least two (2) project abstracts that clearly outline previous projects with similar consulting services, analysis, modeling, and document preparation. The referenced projects shall be of a similar or greater cost and magnitude that have been successfully completed by their 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.

11.2. Experience, Depth, & Breadth of Project Team

Proponents shall provide the Curriculum Vitae (CV) of the Consultant; and list all other project team members, if any, including sub-contractors, that would be directly involved in the project, indicating relevant experience, qualifications, credentials, and notable achievements in each area of the Work. Proponents shall provide a table clearly indicating what role and responsibility each team member will play, the anticipated hours of each, and the total role and project hours. The Village must be kept apprised of (and approve any) changes or substitution of key personnel for this project.

11.3. 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.

11.4. Schedule of Work

Proponents shall indicate when 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 RFP deliverables.

11.5. Cost/Proposed Fee for Project

The total project cost is to be considered an upset limit, not to be exceeded, and shall be inclusive of all Consultant salary costs, general and overhead expenses, and disbursements. Direct project costs must be broken down by personnel and estimated hours per task. Disbursements shall include the costs of printing and reproducing, reports, travel/accommodation costs, out of pocket expenses, and all other expenses.

11.6. Mandatory Document Checklist

- (a) Appendix A - Receipt Confirmation Form
- (b) Appendix B - Proponent Declaration Form
- (c) Appendix C - Proposal Form
- (d) Cover letter signed by a person authorized to legally bind Proponent
- (e) 1 hard copy of the Proposal & 1 electronic version on flash drive, or an emailed pdf file copy.
- (f) Proposal contains all information required and itemized Sections of this RFP

12. PROPOSAL EVALUATION

The Village, 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 the Village to accurately assess their organization with regard to the evaluation criteria. The Village will make no assumptions on the behalf of the Proponent.

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

12.1. Evaluation Criteria

The Village recognizes that “best value” is the essential component of this project, and therefore the Village will give careful consideration to both technical and cost factors in its

selection criteria. Table 1 below identifies the key criteria that the Village has deemed relevant, and the point assignment of each.

Table 1

DESCRIPTION	EVALUATION CRITERIA	POINTS
Consultant Qualifications & Experience	Demonstrated success on other, similar projects.	40
Approach, Methodology & Quality Assurance and Control	Thorough and demonstrable understanding of the requirements and Village’s expectations of this project. Ability to articulate that knowledge and convince the Village the proposed methodology is sound	30
Schedule & Work plan	Proposed schedule, milestones, and timelines meet Village deadlines and requirements	20
Proposed fee	Fee spreadsheet with fees for each work activity, and total upset price	10
Total		100

13. AWARD

It is not the intent of the Village 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. The Village 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 Village in any way to select a Consultant. The Village reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of the Village to so do. In addition, the Village may elect to reject any or all Proposals for the following reasons:

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

14. RIGHT TO NEGOTIATE

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

15. FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Consultant fails to execute an agreement within 14 calendar days of notice of project award, the Village may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Consultant. In the event of failure to execute as aforesaid, or in the event that the Consultant does not, in the opinion of the Village, comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if the Village, in its sole and unfettered discretion determines that the service or product provided by the Consultant is unsatisfactory at any time during the term of the Contract, the Village reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, the Village further reserves the right to remove the Consultant from eligibility to submit future Proposals for an indeterminate period thereafter.

16. PUBLICITY

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

An award of contract to the successful Consultant does not constitute a general endorsement of the Proponent’s products or services, and the award of contract cannot be used by the Consultant to promote the sale of products or services without the express written approval of the Village.

The Village may issue a news release about the award of the contract and project updates.

17. INSURANCE

The successful Consultant agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Consultant’s own cost and expense, in such amount, in such forms, and with insurers acceptable to the Village of Salmo.

The Consultant 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 favour of the Village of Salmo, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

The Consultant shall provide, upon award of Contract, professional liability insurance and policy limits carried by the organization, its associates, and/or sub-consultants for an amount of **three million dollars (\$3,000,000)**.

18. REGULATORY & LEGISLATIVE COMPLIANCE

The successful Consultant 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*.

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.

19. 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 pandemic, 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.

20. DEFAULT BY CONSULTANT

In the event that the Consultant 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 cancelled at the full discretion of the Village of Salmo.

21. INDEMNIFICATION

The Consultant shall indemnify and save harmless the Corporation of the Village of Salmo, their employees, trustees, officers, council members, 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:

- (a) Anything done or omitted to be done by the Consultant or the Consultant's personnel with respect to their obligations under the contract or otherwise in connection with this RFP, including any breach by the respondent of its obligations under this contract or any breach by the Consultant representations, warranties and covenants set forth in the Consultant's proposal; and
- (b) 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 this 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 the Village will receive each Proposal with the understanding that the acceptance, in writing, by the Village 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 Village.

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.

- (a) Appendix A - Receipt Confirmation Form
- (b) Appendix B - Proponent Declaration Form
- (c) Appendix C - Proposal Form

Company _____

Address _____

Contact Name _____

Title _____

Office phone _____

Cell phone _____

Email _____

PROPONENT

SIGNATURE

DATE

APPENDIX B - PROPONENT DECLARATION FORM

THE PROPONENT DECLARES THAT:

- 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;
- No member of Salmo Village Council, and no officer or employee of the Village 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;
- This Proposal is submitted without any connection, comparison of figures, arrangements with, or knowledge with any other organization, firm, or persons making an RFP for the same and is in all respects without collusion or fraud;
- This Proposal is submitted with no past, existing, or potential conflict of interest.
- By signing this declaration, I confirm I have read and understood the contents and requirements of this RFP document.

THIS _____ DAY OF _____ 2021

PROponent

SIGNATURE

DATE

WITNESS

SIGNATURE

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

