REQUEST FOR PROPOSALS

Trail Regional Airport Master Plan

City of Trail (City)

Summary of Key Information

Request Number	2026-7400-9500
Issued:	November 02, 2026
Enquiries/Questions deadline	November 16, 2026
Anticipated Latest Issue of Addendum Date:	November 20, 2026
Closing Time and Date:	14:00:00 hours Pacific Time; November 29, 2026
Closing Location:	Provide one electronic copy in .PDF format via email, refer to Section 3.1, or two printed copies in a sealed opaque envelope with the request number and title noted on the envelope exterior to: 1394 Pine Avenue, TRAIL, BC V1R 4E6
Contact Person:	Enrico Moehrle , Airport Manager emoehrle@trail.ca

Proposals will be opened in private shortly after closing

Interested Parties should complete and return the confirmation of intent form on receipt

Table of Contents

1.0 Overview of This Request 4
1.1 Purpose of This Request 4
1.2 Background 4
1.3 Scope 4
2.0 Definitions 5
3.0 Instructions to Proponents 7
3.1 Submission of Proposals 7
4.0 General Terms and Conditions 11
4.1 Acceptance 11
5.0 Proposal Evaluation 16
5.1 Evaluation 16
6.0 Appendix A: Signature and Response Form 19
6.1 Addenda Acknowledgment 20
6.2 Response Form 20
Company Information 20
7.0 Appendix B: Scope of Work, Details of the Supply 22
7.1 Methodology 22
7.2 Project Management 22
7.3 Consultation 22
7.4 Required Reports and Documents 23
7.5 Schedule 23
8.0 Appendix C: Contract 24
8.1 Insurance 24
8.2 Proposed Contract 24
9.0 Definitions 27
10.0 Contractor's Obligations 28

11.0 City of Trail's Obligations 31
12.0 Termination 32
13.0 General 33
14.0 Schedule A - Services 36
15.0 Schedule B – Rates, Fees, Expenses 37
16.0 Schedule C - Subcontractors 38
17.0 Schedule D – Insurance 39
18.0 Schedule E Privacy Protection 40
19.0 Schedule F – Other Terms 44
20.0 Appendix 1 – Allowable Expenses 45
21.0 Appendix D: Confirmation of Intention 46

1.0 OVERVIEW OF THIS REQUEST

1.1 PURPOSE OF THIS REQUEST

The City of Trail is seeking proposals from qualified proponents to create an Airport Master Plan for the Trail Regional Airport (YZZ).

1.2 BACKGROUND

The current Trail Regional Airport Master Plan 2011-2031 was released in 2011 under the airport's ownership by the Regional District of Kootenay Boundary and aims to support the airport's role in regional air transportation. The plan outlines a vision for the development of Trail Regional Airport, intended to ensure its role as a key transportation asset for the West Kootenay region. It assesses airport operations, market conditions, and infrastructure requirements. The primary goals include improving safe aircraft access, strengthening the airport's relationship with local communities and businesses, and enhancing economic sustainability. The City of Trail purchased the airport from the Regional District of Kootenay Boundary in 2017 and completed key infrastructure upgrades identified in the plan, such as runway extension and resurfacing, a new terminal, and improved utility services. The plan sets out air traffic growth scenarios based on economic drivers like mining, healthcare, and tourism, expecting demand to increase if marketing and service improvements are implemented. These growth scenarios are now outdated as the plan is currently 15 years old and no longer aligns with the current and projected outlook for the airport, City of Trail and the region.

1.3 SCOPE

The successful proponent will be responsible for developing a new, updated Master Plan for the Trail Regional Airport, building on the existing 2011 Airport Master Plan.

2.0 DEFINITIONS

Throughout this Request for Proposals, the following definitions apply:

"Addenda": means all additional information regarding this RFP including amendments to the RFP;

"BC Bid": means the BC Bid website located at www.bcbid.ca;

"City": means the City of Trail located in the Province of British Columbia, Canada;

"Closing Location": includes the location or email address for submissions indicated in the Key Information Summary;

"Closing Time": means the closing time and date for this RFP as set out Key Information Summary of this RFP;

"Contract": means the written agreement resulting from the RFP executed by the City and the successful Proponent;

"Contractor": means the successful Proponent to the RFP who enters into a Contract with the City;

"Coordinator": The person appointed by City of Trail from time to time to represent the City as liaison between the City and the supplier;

"DDP": Destination Duty Paid Incoterms 2010;

"Department": means the Department of the City issuing this RFP;

"Evaluation Team": The committee that will conduct the evaluation of Proposals;

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

"Preferred Proponent": means the Proponent deemed by the City to have the highest ranked assessment of its response according to the process set out herein;

"Proponent": means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

"Proposal": means a written response to the RFP that is submitted by a Proponent;

"Request for Proposals" or "RFP": means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda;

"Response": means the submission of an offer, bid, tender or proposal according to this request;

"City": means City of Trail and includes the Department issuing this request;

"City Contact": means the individual named as the contact person for the City in the RFP;

"City Electronic Mail System": means the electronic mail system of City of Trail;

"Should", "Could" "may" or "Desirable": means a requirement having a significant degree of importance to the objectives of this Request;

"Supplier" or "Contractor": the person or company selected to provide products and/or services under the terms of this contract. This extends to and includes any sub-contractors to the supplier;

"Sustainability": means the evaluation of the products and/or services will include their related packaging, delivery, production, and waste diversion methods as well as the ecological, economic, and social benefits;

"W.C.B.": Workers Compensation Board of British Columbia, doing business as WorkSafe BC.

3.0 INSTRUCTIONS TO PROPONENTS

3.1 SUBMISSION OF PROPOSALS

Proposals must be submitted before Closing Time to the Closing Location stated in the summary of key information using one of the submission methods set out in this section of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the City receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

When both an electronic and printed copy submission is requested, the printed copy shall take precedence.

A proposal should be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's proposal. A scanned copy of the signed response form of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound. For proposals submitted via BC Bid attachment of the e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

For electronic submissions (BC Bid or email), the following applies:

- The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
- The maximum size of each attachment must be 11 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
- Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3…");
- For email proposal submissions sent through multiple emails the City reserves the right to seek clarification or reject the proposal if the City is unable to determine what documents constitute the complete proposal;
- Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 3 of this Request, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the RFP title.

The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.

The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the City Electronic Mail System or BC Bid.

While the City may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the City Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the City Contact immediately to arrange for an alternative submission method if:

- The Proponent's email proposal submission is rejected by the City Electronic Mail System; or
- The Proponent does not receive an automated response email from the City confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the City's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

3.1.1 Alternative Solutions

If more than one approach to deliver the services described in the RFP is offered, Proponents should submit the alternative approach in a separate proposal.

3.1.2 Brand Names or Equivalent

Unless otherwise stated, if, and wherever, the Specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is not intended to rule out the use of other equivalent materials or equipment.

If, however, Products other than that brand or manufacturer specified is quoted in any RFP, the Submission should explicitly include the name of such Products, its manufacturer, and trade name and any applicable vendor catalogue number, and the City may require that the Proponent provide proof of equivalency. Evidence of quality in the form of samples may be requested.

3.1.3 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, 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 the RFP requires Proponents to provide the City with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the City. Such written consents should specify that the personal information may be forwarded to the City for the purposes of responding to the RFP and used by the City for the purposes set out in the RFP. The City may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made; Proponents will immediately supply such originals or copies to the City.

3.1.4 Signatures

If an individual is making the response, they should print or type their name and address on the response form and sign the same in the spaces provided. Their signature should be witnessed and the witness should give their address.

If a partnership is making the response, the name and address of the partnership should be printed or typed on the response form and the names of all members of the partnership should be printed or typed in the spaces provided. The response should be signed by one or more of the partners in the following manner: for example, "Smith and Jones by John Jones a partner". The signature or signatures should be witnessed and the witness or witnesses should give their address or addresses.

If a company is making the response, the name of the company and its place of business should be printed or typed on the response form and the form should be signed by the person or persons authorized to sign the response on behalf of the company, indicating the capacity in which they sign: for example, "John Doe Company Ltd. by John Smith, Secretary" or as the case may be.

Responses signed by an agent must be accompanied by evidence of their authority.

3.1.5 Additional Information

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

3.1.6 Debriefing

At the conclusion of the RFP process, all Proponents will be notified by a statement of outcome posted to BC Bid and / or City's website. Proponents may request a debriefing meeting with the City.

4.0 GENERAL TERMS AND CONDITIONS

4.1 ACCEPTANCE

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

4.1.1 Mandatory Conditions

The response must be received at the closing location by or before the closing time as noted in the summary of key information of this document;

A completed and signed form substantially similar in form and content to that in Appendix A is included with the response; and

The response is in the English Language.

4.1.2 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the City at the Closing Location will prevail whether accurate or not.

4.1.3 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time.

4.1.4 Firm Pricing

Prices will be: DDP Incoterms 2010 with any taxes quoted separately; and, firm for the entire Contract period unless the RFP specifically states otherwise.

4.1.5 Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the 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 additional charge.

4.1.6 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals. The Proponent will not change any part of its Proposal after the Closing Time unless requested by the City for purposes of clarification. Any such requested changes shall be submitted by the Proponent within 48 hours of City's issue of that request.

4.1.7 Conflict of Interest/No Lobbying

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the City, including members of the evaluation committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.

4.1.8 Subcontractors

Unless the RFP states otherwise, the City will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The City will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without the written consent of the City.

4.1.9 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations with the City, if any.

4.1.10 Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, 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 its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

4.1.11 Liability for Errors

While the City has used considerable efforts to ensure information in the RFP is accurate, 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 City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

4.1.12 Proponent Review of RFP

Proponents should promptly review the contents of this RFP and report any errors, omissions or ambiguities via e-mail to the contact person noted in the summary of key information. Similarly, any questions should be submitted via e-mail to the contact person prior to the deadline for receipt of questions as noted in the summary of key information.

4.1.13 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the City in any way to award a Contract.

4.1.14 No Implied Approvals

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, regional district or municipal statute, regulation or by-law.

4.1.15 Legal Entities

The City reserves the right in its sole discretion to:

- disqualify a proposal if the City is not satisfied that the Proponent is clearly identified;
- prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the City that the Proponent has the power and capacity to enter into the Contract;

- not to enter into a Contract with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's proposal; and
- require security screenings and / or criminal record checks for a Proponent who is natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve subcontractor or key personnel that fail to pass the security screenings and / or criminal record check to the City's satisfaction, acting reasonably.

4.1.16 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- to modify the terms of the RFP at any time prior to the Closing Time;
- to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- to waive any non-material irregularity, defect or deficiency in a proposal;
- to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the proposal;
- at any time, to reject any or all proposals; and
- At any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

4.1.17 Ownership of Proposals

All proposals and other records submitted to the City in relation to the RFP become the property of the City and, subject to the provisions of the Freedom of Information and Protection of Privacy Act and the RFP will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

4.1.18 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed only to the extent necessary for the Proponent to prepare and submit a proposal.

4.1.19 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the City in order to obtain access to confidential materials relevant to preparing a proposal.

4.1.20 Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City on substantially the same terms and conditions set out in Appendix C and such other terms and conditions to be finalized to the satisfaction of the City, if applicable.

Written notice 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.

4.1.21 Trade Agreements

This RFP is covered by trade agreements applicable to City and other jurisdictions, including the following:

- Canadian Free Trade Agreement;
- New West Partnership Trade Agreement;

For more information, Proponents may contact the City Contact.

4.1.22 Jurisdiction

Any Contract resulting from this Request for Proposals will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

5.0 PROPOSAL EVALUATION

This section outlines the process and criteria for evaluation of responses to this request to select a preferred Proponent or Proponents if this request allows for the possibility of contracting with multiple suppliers.

Proposals that have met the initial Mandatory Conditions for submitting a Proposal, as outlined in the General RFP Terms & Conditions, shall be evaluated as follows:

5.1 EVALUATION

Proposals will be assessed in accordance with the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent. The City is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

The City may consider and evaluate any proposals from other jurisdictions on the same basis that the City purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

In the event of a tie score for leading Proponent the Proponent offering highest revenue share in favor of the City will become the leading Proponent.

5.1.1 Evaluation Team

The evaluation team may consist of City employees, contractors to the City and others as may be appointed to the evaluation team by the City. All persons on the evaluation team shall be bound by the same standard of confidentiality.

5.1.2 Evaluation Process

Evaluation of responses will be made in the same and subsequent order as stated in the subsections to this section.

5.1.2.1 Mandatory Criteria

Responses will be first evaluated against the mandatory criteria. Responses not meeting these criteria will be rejected and excluded from any further consideration

5.1.2.2 Desirable Criteria

Secondly, using the following desirable criteria, the evaluation team will compare and assess each Proponent's ability to fulfil the scope of work and responsibilities identified in Appendix B. The evaluation team may apply the Evaluation Criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. The response form includes the desirable criteria against which Responses will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

Item	Desirable Criteria	Maximum Points
1	Proponent's relevant, local and recent experience and knowledge	15
2	Qualifications of the Team members	15
3	Clarity and quality of the submission	10
4	Understanding and methodology to carry out the work	20
5	Ability to meet the proposed schedule	20
6	References and requested documentation	20
	Total	100

5.1.3 Tied Score

In the event that there is a tied score for the leading Proponent, the Proponent with the lowest price will become the leading Proponent.

5.1.4 References and Recent Previous Contract Checks

The references and/or recent clients of the Preferred Proponent may be contacted to validate any part of a Response. The City reserves the right to conduct such independent reference checks or verifications including criminal record checks as are deemed necessary by it to clarify, test, or verify the information contained in the Response and confirm suitability of the Proponent. By submitting a Proposal, the Proponent agrees that they consent to the conduct of all or any of those investigations by the City.

The City will not enter into a Contract with any Proponent whose criminal record check, references and / or prior performance, in the City's sole and reasonable opinion, are found to be unsatisfactory.

5.1.5 Negotiations

The City reserves the right, at its sole discretion, to negotiate with the Preferred Proponent. In no event will the City be required to offer any modified terms to any other Proponent prior to entering into an agreement with the Preferred Proponent and the City shall not incur any liability to any Proponent as a result of such negotiation or modifications.

It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable Contract. It is not the intent of the City to allow for new or significantly altered Responses in any negotiations with the Preferred Proponent.

Negotiations may include:

- Minor changes to the Scope of Work, Details of the Supply;

- Price adjustments resulting from changes to the Scope of Work, Details of the Supply;
- Minor changes to the requirements and responsibilities;
- Contract payment details;
- Selected contract terms contained in the pro-forma contract as identified in their proposal by the Proponent for possible negotiation.

If a Contract cannot be negotiated with the Preferred Proponent, the City will follow the process outlined in Part 8 immediately below.

5.1.6 Negotiation Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the Preferred Proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next best qualified Proponent and so on or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents. Such cancellation does not preclude the City from entering into a contract with a Proponent in respect of any aspect of the work contemplated by this Request.

6.0 APPENDIX A: SIGNATURE AND RESPONSE FORM

Complete this section and enclose it with your response.

RFP Project Title: Trail Regional Airport – Airport Master Plan
RFP Reference No: 2026-7400-5900
Legal Name of Proponent: _____
Contact Person and Title: _____
Business Address: _____
Telephone: _____
E-Mail Address: _____

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addendums, and having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, we have allowed for these conditions and submit this Proposal in response to the RFP.

The undersigned further agrees, on behalf of the company named below, to supply the goods and services listed at the prices quoted and within the terms and conditions as identified in Request for Proposal #2026-7100-5290. This Offer is valid and enforceable for at least Ninety (90) days following the closing date.

This proponent further warrants that this proposal is made without collusion with any other party except those expressly disclosed in this proposal and that the Proponent has no conflict of interest.

The undersigned warrants that they have the authority to bind the company to this contract.

I/We confirm that this proposal is accurate and true to best of my/our knowledge.

I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the "prime consultant" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the "prime consultant", I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this _____ day of _____, 2026

I/We have the authority to bind the Proponent.

_____	_____
(Name of Proponent)	(Name of Proponent)
_____	_____
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
_____	_____
(Print Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory)

6.1 ADDENDA ACKNOWLEDGMENT

Addenda No.	Date Issued

6.2 RESPONSE FORM

Please utilize the form provided in the tables in submitting your proposal.

Proponents may attach additional materials ordered in the same manner and with clear reference to each applicable section of the response forms in this section.

6.2.1 Required Criteria

COMPANY INFORMATION

- Company overview;
- Contact information;
- Team profiles;
- Relevant experience;
- Methodology; and
- Proposed Schedule

6.2.2 References and Recent Previous Contracts

6.2.2.1 References

Complete the following table and enclose with your response. References from suppliers or others familiar with your company's operations are preferred. The Proponent authorizes the City to make such enquiries of references and others that it deems appropriate.

Reference Name	Contact: Phone and/or e-mail	Relationship to Proponent

6.2.2.2 Recent Previous Contracts

Complete the following table and enclose with your response. References for work similar to that specified herein are preferred. The Proponent authorizes the City to make such enquiries of references and others that it deems appropriate.

Client/Owner	Contact Name and Contact Information	Description of the Work	Approx. Value	Completion Date

7.0 APPENDIX B: SCOPE OF WORK, DETAILS OF THE SUPPLY

7.1 METHODOLOGY

Proponents must outline a detailed project methodology demonstrating how the project will be completed in a phased, consultative, and data-informed manner. Methodology should include:

- Project inception
- Site inspection
- Stakeholder consultation plan
- Current and future situation analysis
- Stakeholder consultation
- Passenger leakage considerations
- Strengths, weaknesses, opportunities and threats analysis
- Recommendations for the future
- Vision and guiding principles
- Demand assessment
- Existing and future design aircraft
- Aviation and property development opportunities
- Facilities and property gap analysis
- Environmental considerations
- Airport land use plan
- Recommendations for stability and growth partnerships
- Budgetary Analysis
- Go Forward Strategy
- Public Exhibition of Draft Master Plan
- Draft Master Plan to be presented, reviewed, and approved by the City.
- Delivery of a complete and approved Airport Master Plan

7.2 PROJECT MANAGEMENT

The proponent must provide a Project Manager who is responsible for delivery of this project, scheduling and coordinating all works, and communication with the City throughout the project period.

7.3 CONSULTATION

Meaningful consultation with all stakeholders including but not limited to First Nations, tenants, users, local industry and the public must be clearly documented and integrated throughout the plan.

7.4 Required Reports and Documents

The following documents must be provided to the Trail Regional Airport:

- Project, tenant and stakeholder meeting minutes
- Detail cost estimate of all planned expenditures
- Monthly progress reports
- Draft Master Plan
- Final Master Plan in hard copy and electronic format

7.5 Schedule

· November 02, 2026	RFP Release Date
· November 16, 2026	Deadline for Questions
· November 20, 2026	Deadline for Issuing Addenda
· November 29, 2026	RFP Closing Date
· December 14, 2026	Consultant Award
· January or February 2027	Airport and City site visit
· May 31, 2027	Substantial Completion

8.0 APPENDIX C: CONTRACT

By submission of a Tender the Proponent to this Request agrees that a contract entered into between the City and the selected Proponent will be substantially the same as the attached pro-forma contract. Proponents are to identify any contract terms that they could not agree to and the identification of any such terms shall be included in post-closing negotiations, if any.

8.1 INSURANCE

At its' own expense and prior to the commencement of the term of the Contract, the Preferred Proponent shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the City where the City is named as additional insured with limits not less than those shown for each respective item as follows:

Insurance	Consultant	Independent or Trade Contractor
Commercial General Liability (CGL)	$2 million per occurrence	$3 million per occurrence
Automobile Liability	$2 million per occurrence	$2 million per occurrence
Umbrella or Excess Liability	To bring CGL or auto liability to $2 million	To bring CGL to $3 million or auto liability to $2 M
Professional Liability	$1 million each claim	None

8.2 PROPOSED CONTRACT

City of Trail (City) (The "City of Trail", "City" "we", "us", or "our" as applicable) at the following address: 1394 Pine Avenue TRAIL, BC V1R 4E6	AND	[Contractor Legal Name] (the "Contractor", "you", or "your" as applicable) at the following address: [insert address] Phone: E-Mail:

THE City of Trail AND THE CONTRACTOR AGREE TO THE TERMS IN AND AS ATTACHED TO THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW.

SCHEDULE A - SERVICES

In return for the consideration outlined in Schedule B, The Contractor will provide Services to the satisfaction of the City of Trail as identified below:

As per attached Schedule A

Term: From and including:	To and including:

SCHEDULE B - FEES AND EXPENSES

Fees:	Expenses: (see Schedule B)
As per attached Schedule	
Maximum Fees and Expenses: + applicable taxes	
Billing Date(s):	City of Trail Tax Reg. No.:

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE

Workers' Compensation Board coverage: The Contractor will comply with the Workers' Compensation Act, and, will obtain and maintain during the term of this Agreement, the necessary coverage for himself/herself and any employees as stated in Schedule D, and will, upon request of the City of Trail, provide particulars of such coverage.

SCHEDULE E – PRIVACY	SCHEDULE F – OTHER TERMS

The parties have duly executed this agreement as of

SIGNED AND DELIVERED on behalf of the City of Trail by an authorized representative of the City of Trail	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
Authorized Representative	Contractor or Authorized Signatory

Table of Contents

1. Definitions 27
2. Contractor's Obligations 28
3. City of Trail's Obligations 31
4. Termination 32
5. General 33
6. Schedule A - Services 36
7. Schedule B – Rates, Fees, Expenses 37
8. Schedule C - Subcontractors 38
9. Schedule D – Insurance 39
10. Schedule E Privacy Protection 40
11. Schedule F – Other Terms 44
12. Appendix 1 – Allowable Expenses 45

9.0 DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Business Day" means a day, other than a Saturday or Sunday, on which City of Trail offices are open for normal business in British Columbia;

"Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

"Material" means the Produced Material and the Received Material;

"Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

"Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the City of Trail or any other person;

"Services" means the services described in Schedule A;

"Subcontractor" means a person described in Schedule C; and

"Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

10.0 CONTRACTOR'S OBLIGATIONS

You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in Schedule A, regardless of the date of execution or delivery of this agreement.

Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this agreement.

Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.

You must comply with reasonable instructions (in writing or otherwise) as to the performance of the Services, but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out. If an instruction is provided other than in writing the Contractor may request written confirmation from the City of Trail and the City of Trail must comply with that request as soon as it is reasonably practical to do so. Requesting written confirmation of an instruction does not relieve the Contractor from complying with the instruction at the time the instruction was given.

You must, upon our request, fully inform us of all work done by you or a subcontractor where permitted in connection with providing the Services. This clause shall survive the term of this agreement and shall continue in force indefinitely.

You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content and for a period satisfactory to us. This clause shall survive the term of this agreement and shall continue in force indefinitely.

You must treat as confidential and not divulge to any person without our written consent any personal information about any identifiable individual that you may acquire as a result of providing the Services for us. This clause shall survive the term of this agreement and shall continue in force indefinitely.

You must permit us at all reasonable times to inspect and copy all material that has been produced by you or provided to you or any subcontractor as a result of this agreement, including, without limitation, accounting records, findings, software, data, specifications, drawings, reports, and documents, whether complete or not (collectively the "Work Product"). This clause shall survive the term of this agreement and shall continue in force indefinitely.

You must treat as confidential all Work Product produced as a result of this agreement and not permit its disclosure without our prior written consent except as required by applicable law. This clause shall survive the term of this agreement and shall continue in force indefinitely.

The Work Product developed by you as a result of this agreement, and any other property we provide to you or a subcontractor is our exclusive property. You must deliver it to us

immediately upon our request. This clause shall survive the term of this agreement and shall continue in force indefinitely.

The copyright in the Work Product developed by you as a result of this agreement belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Work Product and confirming the vesting of the copyright in us. This clause shall survive the term of this agreement and shall continue in force indefinitely.

You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.

You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement. This clause shall survive the term of this agreement and shall continue in force indefinitely.

You must comply with all applicable laws in the performance of your obligations under this agreement.

The Contractor must indemnify and save harmless the City of Trail and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the City of Trail or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement (each a "Loss"), excepting always liability arising out of the independent acts or omissions of the City of Trail and its employees and agents. This clause shall survive the term of this agreement and shall continue in force indefinitely.

The indemnification by the Contractor pursuant to this Clause is limited to:

- $2,000,000 per Loss;

You must not assign any of your rights under this agreement without our prior written consent. You must not subcontract any of your obligations under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.

You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.

You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.

You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

11.0 CITY OF TRAIL'S OBLIGATIONS

We must make available to you all information in our possession that we consider pertinent to your performance of the Services.

If you comply with this agreement, we must pay you

- The fees described in Schedule B plus applicable taxes, and
- The expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B plus applicable taxes on account of fees and expenses.

In order to obtain payment of any fees and expenses under this agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.

We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services. This clause shall survive the term of this agreement and shall continue in force indefinitely.

Unless otherwise specified in this agreement, all references to money are to Canadian dollars.

If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf. This clause shall survive the term of this agreement and shall continue in force indefinitely.

We will not distribute for a fee, licence or sell the Work Product produced under this agreement to a third party without your prior written consent.

12.0 TERMINATION

We may terminate this agreement

For your failure to comply with this agreement, immediately on giving written notice of termination to you, and

- For any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this agreement under paragraph 4-1-(b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement. This clause shall survive the term of this agreement and shall continue in force indefinitely.

If you fail to comply with this agreement, we may terminate it and pursue other remedies as well. This clause shall survive the term of this agreement and shall continue in force indefinitely.

13.0 GENERAL

You are an independent contractor and not our employee, agent, or partner. This clause shall survive the term of this agreement and shall continue in force indefinitely.

If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.

This agreement is governed by and is to be construed in accordance with the laws of British Columbia. This clause shall survive the term of this agreement and shall continue in force indefinitely.

Time is of the essence in this agreement. This clause shall survive the term of this agreement and shall continue in force indefinitely.

Any notice contemplated by this agreement, to be effective, must be in writing and either

- Sent by fax to the addressee's fax number specified in this agreement or
- Delivered by hand to the addressee's address specified in this agreement, or
- Mailed by prepaid registered mail to the addressee's address specified in this agreement or
- Sent by E-mail to the addressee's E-mail address specified in this agreement.

Any notice mailed in accordance with paragraph 35(c) is deemed to be received three days after mailing or if by fax or e-mail receipt is deemed complete at the conclusion of the transmission. Either of the parties may give notice to the other of a substitute postal or e-mail address or fax number from time to time. This clause shall survive the term of this agreement and shall continue in force indefinitely.

A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach. This clause shall survive the term of this agreement and shall continue in force indefinitely.

No modification of this agreement is effective unless it is in writing and signed by the parties. This clause shall survive the term of this agreement and shall continue in force indefinitely.

This agreement and any modification of it constitutes the entire agreement between the parties as to performance of the Services and supersedes all oral representations and negotiations made between the parties prior to the commencement of the term described in Schedule A. This clause shall survive the term of this agreement and shall continue in force indefinitely.

All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it will, unless the parties otherwise agree in writing, follow a dispute resolution process consisting of:

- The parties must initially attempt to resolve the dispute through collaborative negotiations;

- If the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt resolution through mediation under the rules of the Mediate BC Society; and
- If the dispute is not resolved through mediation within 30 business days of commencement of mediation the dispute will be referred to and finally resolved by arbitration under the BC Arbitration Act. This clause shall survive the term of this agreement and shall continue in force indefinitely.
- Unless the parties otherwise agree in writing, an arbitration or mediation will be held at the closest available location to the City of Trail's address of place of business.
- Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration other than those costs relating to the production of expert evidence or representation by counsel.

The Schedules to this agreement are part of this agreement.

If there is a conflict between a provision in a Schedule to this agreement and any other provision of this agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.

- A provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

In this agreement, "City" "we", "us", and "our" refer to the City of Trail alone and never refer to the combination of the Contractor and the City of Trail: that combination is referred to as "the parties".

This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the City of Trail or any other Authority having jurisdiction in order to provide the Services. Nothing in this agreement is to be construed as interfering with the exercise by the City of Trail of any statutory power or duty.

The agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy of faxed or e-mailed copy) and delivering it to the other party by fax or email attachment.

Confidentiality:

- Due to the potentially confidential nature of the information that Contractors may have access to during the Contract term, the Contractor, and any subcontractors, will be aware of and in compliance with the City of Trail's Privacy Policy and the Information Technology Usage Agreement, if applicable, and any Privacy Protection Schedules that are attached as schedules to, and incorporated as terms of, the Agreement.
- The Contractor will facilitate a periodic review of its procedures, if required, in order to evaluate any privacy or security risks to the City of Trail. The Contractor will promptly

fix any privacy or security risks or breaches of security as they become known to the Contractor or as may be identified by the City of Trail.

Any publicity relating to this agreement will be arranged by the City of Trail and if consultation is reasonably practical after consultation with the Contractor.

If the Contractor receives a request from any party other than the City of Trail and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly require the requestor to make the request to the City of Trail.

Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the City of Trail:

- A non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- The right to sublicense or assign to third-parties any or all the rights granted to the City of Trail under 18. (a.) Immediately above.

Interpretation in this Agreement:

- "Includes" and "including" are not intended to be limiting;
- Unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- The Contractor and the City of Trail are referred to as "the parties" and each of them as a "party";
- "Attached" means attached to this Agreement when used in relation to a schedule;
- unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- The headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- "Person" includes an individual, partnership, corporation or legal entity of any nature; and
- Unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

14.0 SCHEDULE A - SERVICES

15.0 SCHEDULE B – RATES, FEES, EXPENSES

Fees: Up to a maximum of $ at the rate of in Canadian Dollars.

Statements of Account: In order to obtain payment of any fees under this Agreement for a period from and including the 1st day of a month to and including the last day of the month (each a "Billing Period"), you must deliver to us on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to us containing:

a. Your name, address and tax registration number;
b. The date of the statement, and the month to which the statement pertains;
c. Your calculation of all fees claimed for the month, including a declaration by you of all units or deliverables provided during the month for which you claim fees and a description of the applicable fees rates;
d. A chronological listing, in reasonable detail, of any expenses claimed by you for the month with receipts attached, if applicable;
e. A description of this Agreement;
f. A statement number for identification;
g. A list of days worked and
h. Any other billing information reasonably requested by us.

Billing Address: Invoices are to be emailed to accountspayable@trail.ca and reference Contract Number 2026-7400-5900 and completed services.

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

Enrico Moehrle will be the Contract Administrator for the City of Trail.

16.0 SCHEDULE C - SUBCONTRACTORS

17.0 SCHEDULE D – INSURANCE

You must, without limiting your obligation or liabilities and at your own expense, purchase and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to us:

Commercial General Liability in an amount not less than $2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

Include the City of Trail as an additional insured,

Provide the City of Trail with 30 days advance written notice of cancellation or material change, and

Include a cross liability clause; and

- Automobile Liability on all vehicles owned, operated or licensed in your name, which will be operated in the performance of the Contract, in an amount not less than $2,000,000 inclusive per occurrence.
- Professional Errors and Omissions Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:

  $1,000,000, if the Maximum Amount set out in schedule "B" is under $500,000,

  $2,000,000, if the Maximum Amount set out in schedule "B" is $500,000 to $2,000,000; or

  Not less than $2,000,000, if the Maximum Amount set out in schedule "B" exceeds $2,000,000.

All insurance described in paragraph 1 of this Schedule D must:

Be primary; and

Not require the sharing of any loss by any insurer of the City of Trail.

You must provide us evidence of all required insurance:

Within 10 working days of commencement of the Services, you must provide to us evidence of all required insurance.

If the insurance policy(ies) expire before the end of the term of this Agreement, you must provide within 10 working days of expiration, evidence of new or renewal policy(ies) of all expired insurance.

Notwithstanding paragraph 1(c) of this schedule, if in our sole discretion, we have approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in paragraph 1(c), then you will maintain throughout the term of this Agreement that alternative in accordance with the terms of the approval.

If the Contractor is an individual or partnership of individuals and does not have workers compensation coverage under the Workers Compensation Act or similar laws in jurisdictions other than British Columbia then those individuals shall obtain such personal optional protection insurance if such insurance is available from WorkSafe BC or other sources.

18.0 SCHEDULE E PRIVACY PROTECTION

Definitions

In this Schedule,

- "**access**" means disclosure by the provision of access;
- "**Act**" means the Freedom of Information and Protection of Privacy Act;
- "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the City of Trail and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act;

Purpose

The purpose of this Schedule is to:

- enable the City of Trail to comply with the City of Trail's statutory obligations under the Act with respect to personal information; and
- ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

Unless the Agreement otherwise specifies, or the City of Trail otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies, or the City of Trail otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies, or the City of Trail otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- the purpose for collecting it;
- the legal authority for collecting it; and
- the title, business address and business telephone number of the person designated by the City of Trail to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the City of Trail to make a decision that directly affects the individual the information is about.

Requests for access to personal information

If the Contractor receives a request for access to personal information from a person other than the City of Trail, the Contractor must promptly advise the person to make the request to the City of Trail unless the Agreement expressly requires the Contractor to provide such access and, if the City of Trail has advised the Contractor of the name or title and contact information of an official of the City of Trail to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

Within 5 Business Days of receiving a written direction from the City of Trail to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

When issuing a written direction under section 10, the City of Trail must advise the Contractor of the date the correction request to which the direction relates was received by the City of Trail in order that the Contractor may comply with section 12.

Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the City of Trail, the Contractor disclosed the information being corrected or annotated.

If the Contractor receives a request for correction of personal information from a person other than the City of Trail, the Contractor must promptly advise the person to make the request to the City of Trail and, if the City of Trail has advised the Contractor of the name or title and contact information of an official of the City of Trail to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

Unless the City of Trail otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the City of Trail in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

Unless the City of Trail otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

Unless the City of Trail otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the City of Trail if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies or the City of Trail otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- receives a foreign demand for disclosure;
- receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

The Contractor must immediately notify the City of Trail and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the City of Trail. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

In addition to any other rights of inspection the City of Trail may have under the Agreement or under statute, the City of Trail may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

The Contractor must in relation to personal information comply with:

- the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- any direction given by the City of Trail under this Schedule.

The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the City of Trail of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

In addition to any other rights of termination which the City of Trail may have under the Agreement or otherwise at law, the City of Trail may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

If a provision of the Agreement (including any direction given by the City of Trail under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

19.0 SCHEDULE F – OTHER TERMS

20.0 APPENDIX 1 – ALLOWABLE EXPENSES

21.0 APPENDIX D: CONFIRMATION OF INTENTION

Request for Proposal #2026-7400-59000; Trail Regional Airport – Airport Master Plan

Please complete this form and e-mail immediately to City:

Attention: Enrico Moehrle , Airport Manager

emoehrle@trail.ca

Failure to return this form may result in a termination of communication regarding this Request.

Company Name _____

Address _____

City _____ Postal Code: _____

Contact Person _____ Phone _____ Fax _____

E-Mail _____

I have received a copy of the above noted Request for Proposal

☐ Yes I will be responding to this request for proposal.

I authorize City to send further correspondence that it deems to be of an urgent nature by the following method:

☐ Courier Collect ☐ Facsimile ☐ E-Mail

☐ No, I will not be responding to the Request. I understand that if I do not submit a proposal, this will not affect our company's status as a potential proponent to City in the future.

Signature: _____ Title: _____

Date: _____