



**ISLAND CORRIDOR FOUNDATION –  
RECONCILIATION CORRIDOR INITIATIVE  
Request for Proposals  
Technical Feasibility Study**

<b>Opportunity ID:</b>	ICF-RCI-001
<b>RFP Issue Date:</b>	2026-06-17
<b>RFP Enquiries Deadline Date and Time:</b>	2026-06-23 at 5:00pm (Pacific Time)
<b>RFP Closing Date and Time:</b>	2026-07-07 at 5:00pm (Pacific Time)
<b>RFP Documents &amp; Addendums:</b>	<a href="#">Island Corridor Foundation Website</a>
<b>Official Contact Person:</b>	Anna Russell, Strategic Director <a href="mailto:annarussell@islandrail.ca">annarussell@islandrail.ca</a>
<b>Delivery of Submissions:</b>	Submissions must be submitted before the Closing Date and Time via email to the Official Contact Person. Within the email submission, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP opportunity ID, and the opportunity description.

## PART A - GENERAL

### 1. Purpose of RFP

Through this Request for Proposals (RFP), the Island Corridor Foundation (ICF) on behalf of the Reconciliation Corridor Initiative (RCI) is seeking proposals for the professional services of a Technical Advisor to complete a Feasibility Study as described in the Scope of Work.

### 2. Definitions

Throughout this RFP, the following definitions apply (and the singular is interchangeable with the plural).

“**Addenda**” means all additional information regarding this RFP including Amendments to the RFP.

“**Amendment**” means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended.

“**Closing Date and Time**” means the closing time and date for this RFP as set out on the cover page to the RFP.

“**Closing Location**” means, as applicable, the email address as initially set out on the cover page to the RFP.

“**Contract**” means a written agreement executed by the ICF and the Contractor as a result of this RFP.

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the ICF to deliver the Scope of Work.

“**Enquiries Deadline**” means the cut-off date for proponent questions as set out in this RFP. Proponent questions received after this date, if applicable, may not be answered.

“**Issue Date**” means the date the RFP was released as set out on the cover page to the RFP.

“**Must**”, or “**mandatory**” means a requirement that must be met in order for a Proposal to receive consideration.

“**Official Contact**” means the individual serving as the official RFP contact person for the ICF, as set forth on the cover page of this RFP.

“**Proponent**” means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Proposal.

“**Proposal**” means a written response to the RFP and includes the information and documentation, if any, required by the applicable Response Form(s), including the **Appendix A: Proposal Response Form** that is submitted by a Proponent (see also “Submission”).

“**Request for Proposals**” or “**RFP**” means this solicitation process including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the ICF by Addenda.

“**Response Form**” means the **Appendix A: Proposal Response Form** and any other document that is required to be submitted, if any, as part of a Proposal.

“**Should**”, or “**desirable**” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

“**Submission**” means the complete proposal package delivered by a Proponent to ICF by the Closing Time and in the form required by this RFP, including all required forms, appendices, and supporting materials. A Submission that is incomplete, late, or does not conform to the requirements of this RFP may be disqualified at ICF’s sole discretion.

## PART B – PROPOSAL SUBMISSION

### 3. Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including all appendices, and Addenda. Notwithstanding this, the successful Proponent will have the opportunity to provide proposed revisions to the Sample Contract provided in **Appendix C: Contract Form**, prior to contract execution.

A Proposal must 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.

### 4. Submission of Proposals

The following will apply for Submission of Proposals:

- a) Proposals must be submitted by email, and include the following:
  - i. A proposal that aligns to the requirements outlined in **Appendix A: Proposal Response Form**
  - ii. A pricing form that aligns to the requirements outlined in **Appendix D: Pricing Form**
  - iii. A submission declaration that aligns to the requirements outlined in **Appendix E: Submission Declaration**
- b) Proposals must be received before the Closing Date and Time at the Closing Location using the permitted submission method specified on the cover page of this RFP. Proposals must not be sent in a manner not authorized by the RFP.
- c) The Proponent is solely responsible for ensuring that the ICF receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.
- d) Attachments cannot be compressed, contain a virus or malware, or be corrupted. Attachments need to be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The ICF may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- e) For email submissions, including any withdrawal of a Proposal or any changes to a Proposal, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP opportunity ID, and the opportunity description.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission.

### 5. Amendments and Addenda

Proponents should continually monitor the status of the RFP on ICF's [website](#) in the event any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal to the RFP that a Proponent may have submitted before such Amendment or Addenda was issued. It is the sole responsibility of the Proponent to check for Addenda and Amendments on ICF's [website](#).

### 6. Late Proposals

Proposals will be marked with their receipt time at the Closing Location (upon being received in the Official Contact person's email inbox).

Only Proposals received and marked before the Closing Date and 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 ICF at the Closing Location will prevail whether accurate or not.

## 7. Proposal Irrevocability

By submitting a Proposal, the Proponent accepts and acknowledges that Proposals will be open for acceptance and irrevocable for up to 90 days after the Closing Date and Time.

## 8. Pricing

Without limiting any terms or conditions set by the ICF in this RFP, including any applicable response form, price will be firm for the entire Contract period unless the RFP specifically states otherwise.

**Appendix D: Pricing Form** provides the template for Proponent's to complete.

## 9. Changes to Proposals

By submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 7. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by the ICF for purposes of clarification.

## 10. No Lobbying

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 ICF, including members of the evaluation committee, or with the media, may result in disqualification of the Proponent. This requirement explicitly extends to include members of the RCI Steering Committee and RCI Working Group (as defined in **Appendix A: Proposal Response Form**), notwithstanding legitimate pre-existing contractual relationships.

## 11. Subcontractors

The following will apply for utilizing subcontractors for the Proposal:

- a) The ICF will accept Proposals where more than one organization or individual is proposed to deliver the scope of work 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 ICF 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.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the Proposal.
- c) 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 ICF.

## 12. Evaluation

Proposals will be assessed in accordance with the evaluation criteria provided in Section 31 and will be assessed by an evaluation committee formed by the ICF and may include employees and contractors of the ICF. The ICF will be under no obligation to receive further information, whether written or oral, from any Proponent.

- a) The ICF is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

## 13. Contract

The following will apply for reaching an agreement on Contract terms:

- a) **Appendix C: Contract Form** sets out a sample form of contract.

- b) Any form of Contract will also require the Contractor to comply with ICF policies, as they may be established and or updated from time to time.
- c) By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the ICF on substantially similar terms and conditions as set out in **Appendix C: Contract Form** and such other terms and conditions to be finalized to the satisfaction of the ICF, if applicable.
- d) 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. No Proponent will acquire any legal or equitable rights or privileges relative to providing the goods or services until the occurrence of both such events.
- e) Proponents should avoid adding content or text to their Proposals that means, or could be construed to mean, that the Proponent does not accept **Appendix C: Contract Form** (or any associated content, Schedules, etc.). If a Proposal contains content or text that means, or could be construed to mean, that the Proponent does not accept **Appendix C: Contract Form** (or any associated content, Schedules, etc.), such Proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.
- f) If an interested Proponent has any questions about **Appendix C: Contract Form**, the Proponent should pose any questions to the Official Contact before the Enquiries Deadline.

#### 14. **Contract Finalization**

If a written Contract cannot be finalized with provisions satisfactory to the ICF within two weeks of notification of the successful Proponent, the ICF may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

#### 15. **Debrief**

At the conclusion of the RFP process, all Proponents will be notified as to whether they were successful or unsuccessful. At their discretion, Proponents may request a debrief meeting with the ICF. Any debrief meeting will be held by telephone at a date and time that is agreeable to both ICF and the Proponent.

#### 16. **Limitation of Liability and Proponents Expenses**

By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, including any other Proponent.

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

#### 17. **RFP Information Disclaimer**

While the ICF has used 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 ICF, 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.

#### 18. **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 ICF in any way to award a Contract.

## 19. 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 licence pursuant to any federal, provincial, regional district or municipal statute, regulation, or by-law.

## 20. Legal Entities

The ICF reserves the right in its sole discretion to:

- a) disqualify a Proposal if the ICF is not satisfied that the Proponent is clearly identified;
- b) 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 ICF that the Proponent has the power and capacity to enter into the Contract; and
- c) not enter into a Contract with a Proponent if the Proponent cannot satisfy the ICF that it is the same legal entity that submitted the Proponent's Proposal

## 21. Reservation of Rights

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

- a) to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Proposal;
- d) to request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) in evaluating the Proposal;
- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance, or any material error, omission or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals;
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and
- h) to exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:
  - i. bankruptcy;
  - ii. false declarations or misrepresentations;
  - iii. significant or persistent deficiencies in performance of any substantive requirement or obligation;
  - iv. final judgments in respect of serious crimes or other serious offences;
  - v. engaging in conduct prohibited by the Competition Act such as bid rigging as described in section 47 of the Competition Act, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the Competition Act; or
  - vi. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent.

## 22. Ownership of Proposals

All Proposals and other records submitted to the ICF in relation to the RFP become the property of the ICF and will be held in confidence.

### 23. Copyright

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

### 24. Enquiries to Official Contact

Enquiries related to this RFP including any requests for information or clarification may only be directed in writing to the Official Contact via the email address as set forth on the cover page of the RFP. Information obtained from any other source is not official and should not be relied upon. All Enquiries and any responses providing new information will be recorded and posted on ICF's [website](#) ensuring that all Proponents are provided the same information. Despite the foregoing, the ICF may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The Enquiries period will open at the same time the RFP is publicly posted. The Enquiries Deadline is set for **June 23, 2026, at 5:00pm (Pacific Time)**. Proponent questions received after this date and time will not be answered.

## PART C – CONTENTS OF PROPOSAL

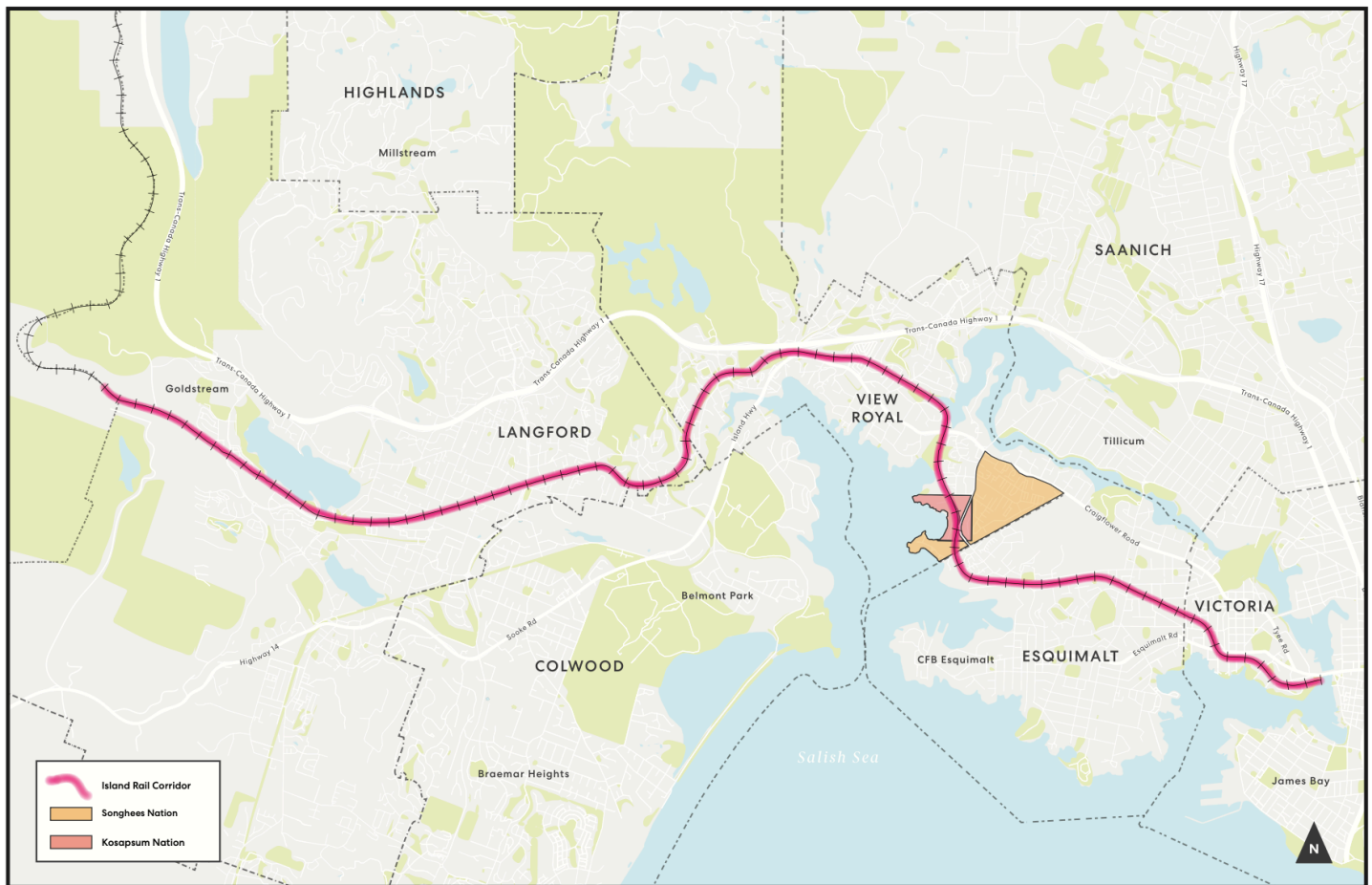
### 25. Background

The ICF is a non-profit and registered charity, established in 2003 to hold and manage the former E&N Railway corridor running from Victoria to Courtenay and from Parksville to Port Alberni. The ICF’s members are the 14 First Nations and 5 Regional Districts through whose traditional territories and jurisdiction the Corridor runs. The ICF’s primary purposes are to maintain the continuity of the Island corridor while respecting First Nations interests and traditional lands and uses, and to contribute to rail services along the Railroad.

The ICF is project managing the RCI, on behalf of a Steering Committee of senior leaders in the region who come from Esquimalt and Songhees Nations, local governments, the CRD and CFB Esquimalt. Project funding comes from the CRD, through a Grant-in-Aid agreement with the ICF. The ICF will administer the Contract on behalf of the Steering Committee, and the successful Proponent will work with the ICF and with the RCI governance structure, including the Steering Committee, Working Group, and Technical Advisory Committee (see **Appendix A – Proponent Response Form Part 6** for additional details).

### 26. Strategic Context

In December 2025, First Nations leaders, local Mayors in the CRD and the CRD Board Chair signed the RCI, pledging to work in partnership to advance a shared vision for the future of the Island Rail Corridor through the Capital Regional District (see map below for the study area).



In March 2026, the partnership delivered its first reports, with a preliminary service concept plan and preliminary ridership study.

This RFP builds upon this initial work and focuses on assessing the technical feasibility for re-introducing passenger rail service in the CRD.

This Technical Feasibility Study will answer questions about the technical requirements for revitalizing rail on the CRD section of the Island Corridor, including an engineering assessment of the current Corridor condition as well as a proposed section realignment, and assessing potential rail technologies that will meet project objectives.

The results of the Technical Feasibility Study will inform future decision-making for the corridor, including if concept design and a formal business case should be prepared as well as how the corridor can tie into and support current and future transportation planning work by the CRD, local governments, the Ministry of Transportation and Transit and/or BC Transit.

## 27. Overall RCI Project Objectives:

The RCI has set out a broad series of objectives that will guide the Technical Feasibility Study and future works aimed at advancing the project. These include:

- a. The project will explore concrete ways in which Esquimalt and Songhees Nations can benefit economically from transportation services on the Corridor, as developed in consultation with the Nations.
- b. The rail service being explored would transport passengers between Langford and Vic West in the CRD region only.
- c. The recommended alignment will maintain the Corridor's continuity through the CRD, while removing rail from the existing at-grade segment through Esquimalt Nation's residential areas on their reserve lands.
  - i. Rail will be removed from the current alignment in that location, and those lands will be remediated and returned to Esquimalt Nation.
  - ii. Esquimalt Nation will explore options for a realignment that would be to the Nation's benefit, including creating opportunities for economic and social development on the Nation's lands.
- d. The passenger rail service being explored should provide a significant improvement to travel times and reliability between the Westshore and Victoria for commuters at peak times, compared to current travel by road.
- e. The passenger rail service being explored should provide continuity for the regional trail and have the potential to be aligned with the goals of the South Island Transportation Study.
- f. The passenger rail service being explored should contribute to larger objectives of the CRD's Regional Growth and Regional Transportation Plan goals, particularly the need for integrated transportation services, affordable housing, regional economic development, and should support the overall priorities of provincial and federal economic initiatives.

## 28. Scope of Work

**Appendix B: Scope of Work** outlines the required scope of services that the Contractor will be required to perform.

ICF reserves the right to award additional follow-on work to Proponents, provided that such work is closely related to the Scope of Work included in **Appendix B: Scope of Work**.

## 29. Term

The initial term of this Contract shall commence on the date of contract execution and shall expire on October 31, 2026, unless terminated earlier in accordance with the provisions of the Contract.

ICF reserves the right, at its sole discretion, to extend the Contract beyond this initial term subject to the following conditions:

- a. Satisfactory performance by the Contractor during the initial term, as determined by the ICF; and
- b. Availability of funding for future works.

### 30. Requirements Questionnaire and Response Guidelines

**Appendix A: Proposal Response Form** outlines the Proposal response guidelines and questionnaire that are intended to assist Proponents in the development of their Proposals. The response guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide relative to a specific response guideline to demonstrate that the Proponent meets or exceeds the ICF’s expectations.

### 31. Proposal Evaluation

Evaluation of Proposals will be by a committee formed by the ICF and may include employees and contractors of the ICF and other appropriate participants from the RCI.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory criteria, technical and pricing criteria as detailed below.

Mandatory criteria will be evaluated as a pass/fail. Technical criteria will be weighted 75% of total score, while pricing will be weighted 25% of total score.

The ICF’s intent is to enter into a Contract with the Proponent who has met all mandatory criteria and achieves the highest overall ranking between the technical and pricing evaluation elements.

- a) Mandatory Criteria
  - i. Mandatory criteria will be evaluated on a pass/fail basis only.
  - ii. Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

#	Mandatory Criteria
1.	The Proposal must be in English
2.	The Proposal must be received at the Closing Location before the Closing Date and Time
3.	The Proposal must include <b>Appendix E: Submission Declaration</b> signed by an authorized representative of the Proponent
4.	The proposal must complete and provide responses for both <b>Appendix A: Proponent Response Form</b> and <b>Appendix D: Pricing Form</b>

- b) Technical Criteria
  - i. Proposals meeting all the mandatory criteria set out above will be further assessed against the technical criteria shown in the table below.
  - i. The specific requirements that map to each technical criteria are described in detail in **Appendix A: Proposal Response Form**.
  - ii. Technical proposals must achieve a minimum of 70 points out of 100 to be considered “technically qualified”. Proposals not passing the 70-point threshold will be excluded from further consideration during the evaluation process.

#	Technical Criteria	Maximum Allotted Points
1.	Expertise & Qualifications	10
2.	Relevant Project Experience	20
3.	Understanding of Scope & Proposed Methodology	25
4.	Experience Working with First Nations and Multi-Party Governance	15
5.	Team Structure, Capacity & Availability	15
6.	Project Management & Schedule	15
<b>Total</b>		<b>100</b>

c) Pricing Criteria

- ii. Proposals meeting all the mandatory criteria set out above and subsequently evaluated for technical compliance with a score of 70 or above will be further assessed for pricing.
- iii. Financial proposals for Proponents failing to achieve the minimum technical score will not be opened.
- iv. The lowest priced compliant Submission will receive the maximum 25 points, consistent with the 25% weighting for the pricing component. Every other Proponent Submission will receive a proportionally lower score based on how much more expensive it is relative to the lowest price.
- v. The following formula will be applied to assess pricing.

$$\text{Price Score} = \left( \frac{\text{Lowest Compliant Price}}{\text{Proponent's Price}} \right) \times 25$$

- vi. Notwithstanding the above, ICF reserves the right to reject any Submission where the proposed price is, in ICF's reasonable opinion, so low as to raise material doubt about the Proponent's ability to deliver the full Scope of Work at the quality and standard required by this RFP. In such cases, ICF may request that the Proponent provide written justification for its proposed price, including a breakdown of costs and underlying assumptions. If the Proponent is unable to provide satisfactory justification, ICF may disqualify the Submission without further obligation to the Proponent. For avoidance of doubt, ICF only intends to enact this requirement in the event a Proponent's score is so unrealistically low that it significantly impacts all other Proponent's score per the pricing formula above.

d) Comparative Evaluation

- vii. The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one Proponent's proposal to another Proponent's proposal.
- viii. The Evaluation Committee reserves the right to not complete a detailed evaluation of a proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the proposal, that the Proponent or proposal as compared to all the proposals is not in contention to be the selected proposal.

### 32. Tie Breaker

If there is a tie between one or more Proponents, then the Proponent with the highest score in the technical component of the evaluation will be considered the lead Proponent. If after the foregoing a tie remains between one or more Proponents, then the Proponent with the highest score in the pricing component of the evaluation will be considered the lead Proponent. If a tie remains, the lead Proponent will be determined by the highest score in the "Experience Working with First Nations and Multi-Party Governance" section of the technical evaluation.

### 33. Reference Check

Following the completion of the evaluation process, the ICF, at their discretion, may conduct reference checks on Proponents and, if applicable, any Proponent resources proposed by the Proponent.

The Proponent, on request by the ICF, will provide reference information set out below for itself and for any Proponent resource (if applicable) that corroborates the relevant work experience.

References need to be from a reference that is not the Proponent. For each Proponent and resource reference (if applicable), the Proponent should provide the following information:

- a) Company name (if applicable) of reference;
- b) Current contact name, position, telephone number and email address of the reference; and
- c) Brief description of work performed by the Proponent and the Proponent resources, if applicable.

Failure to provide the reference information set out above will result in the Proponent and Proponent resource, if applicable, failing the reference check. The ICF reserves the right to reject the Proponent and/or any Proponent resource whose references, in the ICF's sole opinion, are deemed to be unsatisfactory.

### 34. Reference Documents

The following documents will be made available to the successful Proponent upon execution of the Contract.

- Service Concept Plan and Preliminary Ridership Study (2026)
- Esquimalt Nation Realignment Concept Maps (2026)
- Island Rail Corridor Condition Assessment (2020)
- RCI Early Concept Plan (2026)
- Vancouver Island Rail Corridor Rail-with-Trail Guidelines

Additional documents relevant to Nation lands or Nation-directed workstreams will be shared subject to protocols established by Esquimalt Nation. The Proponent shall not treat Nation-provided materials as public documents and shall comply with any data sovereignty or confidentiality requirements attached to them.

## Appendix A: Proposal Response Form

### Part 1: Instructions for Proponents

The response guidelines provided below are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds ICF's expectations.

Proponents should not cross reference any answer pertaining to one question in relation to an answer that may be made to a different question.

Proponents are requested to complete Parts 2-6.

### Part 2: Proponent Identification

Proponent's Legal Name, as well as "Doing Business as Name", if applicable	
Proponent's Primary Office Address (Add all details relating to the street address. Do not use a P.O. Box)	
Proponent's Toll-free Telephone Number, if applicable	
Proponent's Website Address, if applicable	
Authorized Representative's Name	
Authorized Representative's Title	
Authorized Representative's Email Address	
Authorized Representative's Phone Number	

### Part 3: Proponent Contact Information

If the Proponent would like someone other than the authorized representative identified in Part 2 to receive any future communications regarding this Proposal, please identify that person below.	
Proponent Contact's Name	
Proponent Contact's Title	
Proponent Contact's Email Address	
Proponent Contact's Phone Number	
Proponent Contact's Address	

### Part 4: Subcontractor Information

If the Proponent intends to use any subcontractor(s), the Proponent should provide the information called for below (expand Table as necessary).

Legal Name of the Subcontractor, as well as "Doing Business As Name" if applicable	
Subcontractor's Business Address	

Subcontractor Role in the Delivery of the Goods and/or Services	
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### Part 5: Submission Declaration

This Part 5 is required to be prepared and 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. See **Appendix E: Submission Declaration**.

### Part 6: Requirements and Response Guidelines

Responses should be concise, specific, and supported by evidence rather than general statements. Stated word and page limits are maximums; content exceeding a stated limit may not be evaluated.

#### Section 1: Expertise & Qualifications

##### Instructions for Proponents:

This section assesses the Proponent's organizational capability and technical expertise to deliver the Technical Feasibility Study described in **Appendix B: Scope of Work**. Proponents should demonstrate the depth and relevance of their firm's qualifications and how they will work effectively with the ICF.

##### 1.1 Organization Overview

Provide a brief history of your organization, including your firm's core areas of technical expertise and the types of clients and sectors you primarily serve. *(300-word limit)*

##### 1.2 Client Relationship Management

Describe how your firm will manage its relationship with ICF, including how you ensure services meet expectations for quality, timeliness, and professionalism. *(300-word limit)*

#### Section 2: Relevant Project Experience

##### Instructions for Proponents:

This section assesses the Proponent's demonstrated experience delivering work of comparable scope, scale, and complexity, including, rail, transportation infrastructure, multi-modal planning or feasibility studies undertaken in partnership with First Nations and/or local government, and in multi-party cross-sector partnerships. Proponents should select the projects that best demonstrate their ability to deliver the Scope of Work and should clearly identify the Proponent's own role in each. Where applicable, highlight the Proponent's experience completing cost estimating as part of their work. Projects cited may be used by the ICF when conducting reference checks.

##### 2.1 Project Experience

Provide a summary of up to three recent or relevant projects - completed or ongoing - from the past seven years that demonstrate your qualifications and experience in delivering a similar scope of services. Each project summary must include, at minimum: *(One-page limit per project)*

- Client and project name
- Key personnel involved
- Services provided
- Key outcomes and lessons learned
- How the project experience relates to the Scope of Work

### Section 3: Understanding of Scope & Proposed Methodology

#### Instructions for Proponents:

This section assesses how well the Proponent understands the objectives, challenges, and deliverables of the Technical Feasibility Study, and the requirement to deliver a clear, decision-oriented feasibility outcome that will guide future decision-making. Proponents should set out a clear, logical methodology aligned with **Appendix B: Scope of Work**, including how activities and deliverables would be coordinated with the ICF. Responses should reflect the Proponent's own analysis rather than restate the Scope of Work. The Proponent shall demonstrate their ability to tailor their workflow to the RCI governance structure as set out below.

#### Steering Committee: Sets General Project Direction

Currently: Working Group below, plus Songhees Nation, Mayors of Victoria, Esquimalt, View Royal, Langford and Colwood, CRD, CFB Esquimalt, MLAs, and other parties as invited.

- Meets monthly
- Receives regular project updates
- Provides overall strategic direction on the project to the working group and project managers
- Would provide general input to the consulting team chosen
- Discusses project communications (especially with the public) and intergovernmental collaboration

#### Working Group: Project Management Team

Currently: Esquimalt First Nation, CRD, ICF

- Meets biweekly between Steering Committee meetings.
- Forum for discussing project management decisions and reconciliation priorities
- Reviews and approves materials developed by project administration
- Makes recommendations to Steering Committee, as needed.

#### Technical Advisory Committee: Expert Technical Advice

Anticipated: CRD, technical leads from participant municipalities, ICF, SVI, MOTT, BC Transit

- Advises Working Group on technical matters (transportation, engineering, urban planning, etc.)
- Technical review of Contractor work
- Subject matter expertise to match current project emphasis

#### Project Administrators: Implementation

Currently: ICF staff working between meetings

- In consultation with/as advised by the Working Group
- In the general direction determined by the Steering Committee
- Meeting with partners and stakeholders, communications
- Funding applications
- Project management

The Proponent shall assume that their participation is required for the following meetings:

- Project Administrators – 2x per month
- Technical Advisory Committee – 2x per month
- Working Group – 1x per month
- Steering Committee – 1x at engagement launch and 1x for draft final presentation

#### 3.1 Scope Interpretation

Describe your understanding of the key challenges and priorities associated with the scope of work. Identify any constraints, risks, or ambiguities you anticipate, and how your firm would address them. (500-word limit)

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**3.2 Proposed Methodology**  
 Describe how your firm would approach the Scope of Work and the expertise and skills your team would apply to successfully deliver the project. Your response should demonstrate a clear methodology aligned to the project's objectives and deliverable requirements. *(Three-page limit)*

**Section 4: Experience Working with First Nations and Multi-Party Governance**

**Instructions for Proponents:**  
 The RCI is grounded in the principles of reconciliation and mutual prosperity, and meaningful engagement with First Nations partners is central to this work. This section assesses the Proponent's demonstrated experience and proposed approach to respectful, relationship-based engagement with First Nations communities and governments.

**4.1 Experience Working with First Nations**  
 Describe your firm's experience working with First Nations communities and governments, including the nature of the engagement, your role, and outcomes achieved. Provide specific examples where possible. *(300-word limit)*

**4.2 Experience and/or Proposed Approach to Multi-Party Governance**  
 Describe your firm's experience and/or proposed approach to working in a multi-party governance environment involving First Nations, local governments, and regional agencies. Include how your approach differs from traditional management of project relationships with a single or large institution. *(300-word limit)*

**Section 5: Team Structure, Capacity & Availability**

**Instructions for Proponents:**  
 This section assesses the structure, qualifications, capacity, and availability of the team proposed to deliver the Scope of Work. Proponents should identify the Key Personnel who will perform the work, their roles and reporting relationships, and the allocation of those personnel across the project. Where subcontractors are proposed, they should be clearly identified consistent with the subcontractors' provisions of this RFP. CVs should be current and directly relevant to the roles proposed.

**5.1 Team Structure**  
 Provide an organizational chart or written description of the proposed project team, identifying roles, reporting relationships, and the allocation of Key Personnel across workstreams. Provide CVs for all Key Personnel *(Two-page limit per CV)*

**5.2 Availability**  
 Confirm the availability of your proposed Key Personnel for the anticipated Contract term. Identify any known scheduling constraints and describe how your firm would manage competing project commitments. Identify the location of key resources including, most notably, if they are permanently located on Vancouver Island or in the Metro Vancouver region. *(300-word limit)*

## **Section 6: Project Management & Schedule**

### **Instructions for Proponents:**

This section assesses the Proponent's ability to plan, manage, and deliver the Scope of Work on time, and to identify and manage risks to the project schedule. Proponents should demonstrate a practical approach to scheduling, progress reporting, and proactive communications to advance the project.

### **6.1 Schedule Approach**

Describe how your firm would develop and maintain a project schedule, communicate progress to ICF, and manage risks to key milestones. *(300-word limit)*

### **6.2 Risks & Mitigation Measures**

Identify any concerns that your firm has with meeting the project schedule, and mitigation measures that you would propose to meet the timeline. *(300-word limit)*

## Appendix B: Scope of Work

### 1. Corridor and Infrastructure Analysis

- a) Complete an engineering assessment of the corridor infrastructure from Langford to Vic West, outline any technical operating limitations, and identify upgrades needed. The engineering assessment shall evaluate corridor condition and upgrade requirements in relation to two service scenarios: (A) Base Service Scenario, which assumes the most conservative scenario to re-introduce passenger rail (minor improvements including passing track, at-grade crossings), and (B) an Ultimate Service Scenario, which assumes a more frequent service (improvements may including double track majority of corridor). Both scenarios are defined in detail in the Preliminary Ridership Study (2026), which will be provided to the successful Proponent at engagement launch.
  - i. Assess current condition of rail bed, rail, at-grade crossings and bridges, and other relevant railway infrastructure along the study corridor.
  - ii. Determine maintenance requirements and infrastructure upgrades required for the recommended rail technology and preliminary service plan.
  - iii. Identify all bridge structures within the study area, assess their suitability relative to the proposed service requirements, and identify any structures that may require further investigation or detailed engineering during subsequent project phases.
  - iv. Review crossing options and propose an appropriate approach to meet signalling requirements associated with the two service scenarios.
  - v. Outline what work is required to bring crossings into compliance with current crossing standards.
  - vi. Summarize infrastructure improvements required for the full proposed route.
  - vii. Determine technical operating limitations both on the existing corridor and on the proposed Esquimalt realignment.
  - viii. Proponents will note that the Technical Advisory Committee will be an active partner in guiding the development of this work including but not limited to reviewing and providing feedback on (i) the work plan, (ii) the key results of the study, and (iii) the draft feasibility report.
  - ix. Proponents will note that all engineering assessments must assume the continuity of the CRD's E&N Rail Trail is ensured.

The Contractor should anticipate that site inspection of the corridor will be required to support the infrastructure condition assessment as well as to support the Esquimalt realignment assessment outlined in Section 3. Any site visits shall be coordinated and pre-approved by ICF, Esquimalt Nation and relevant operating parties in advance, and associated costs, including travel, should be reflected in the proposed fee.

### 2. Environmental and Regulatory Feasibility

- a) Determine any environmental considerations, and regulatory operating requirements and best practices.
  - i. Identify key provincial and federal environmental considerations that may influence the feasibility of the proposed service including permitting implications for future phases.
  - ii. Identify applicable regulatory requirements for railway operations on the corridor and outline approvals, authorizations, certifications, or operating conditions likely required in later phases.
  - iii. Identify environmental sensitivities along the proposed Esquimalt realignment, including noise and vibration considerations near residential areas.
  - iv. Identify any additional studies, investigations, or regulatory processes that should be carried forward into subsequent project phases.
  - v. Determine if the CRD component of the Island Corridor would be subject to federal or provincial regulation and identify any implications this may have for future implementation of passenger rail service.
- b) Identify existing SRY (Southern Rail) operating rights and arrangements relevant to the study area and outline any implications these may have for future passenger rail operations on the corridor.

### 3. Esquimalt Realignment Study P1

- a) Assess the technical feasibility of the realignment concept developed by Kosapsum Development Corporation (KDC) for the Triangle Lands using the KDC Concept Plan (provided to the Successful Proponent upon award), available topographic survey (**Appendix F – KDC Topographic Survey**), and the existing E&N multi-use trail agreement as reference materials. Determine whether it will meet technical requirements for future rail use (protecting for future double tracking).
- b) Assess the technical feasibility of the proposed concept for the range of passenger rail technologies being considered.
- c) Provide a preliminary capital cost estimate (rough order of magnitude) for the preferred realignment option(s) and assess its suitability, benefits, and operational constraints at the two service levels identified above and in the Service Concept Plan and Preliminary Ridership Study (2026).
- d) Consider opportunities to minimize negative impacts on the Nation, as defined by Esquimalt. Considerations shall include removing the rail line from the residential area of the reserve, and addressing stated concerns (e.g. safety, noise, community cohesion and community privacy) with the realignment.
- e) Working from KDC's current concept plan (which will be provided to the Successful Proponent upon award), test variations of the proposed conceptual realignment that meet Esquimalt Nation and RCI objectives. Where technical constraints are identified, proponents may recommend alternative alignments that better satisfy project objectives. Variations to be considered include:
  - i) Switching the relative positions of the CRD trail and the rail ROW
  - ii) Investigating whether portions of existing road ROWs (Hallowell/ Admiral's) and the CRD trail area could contribute to a better alignment that meets project objectives, in consultation with road owners.
  - iii) Examining options for the Hallowell Rd crossing design and any associated land use implications/opportunities for the bottom of Hallowell Rd.
  - iv) Considering technical implications of the Seenupin Rd crossing.
- f) Identify one or more feasible station location concepts within or adjacent to the Triangle Lands that align with KDC's development vision, support safe rail operations, and integrate with pedestrian, cycling, and roadway access. This is a concept level assessment only, not detailed station design.
- g) Determine how the preferred realignment option (s) will reconnect to the main corridor after realignment, including technical requirements of grade changes and track curvature.
- h) Identify if there will be a need to acquire any other rights (land or ROW) for the realignment and determine cost implications.
- i) Identify potential implications for CRD trail and utility infrastructure, as well as any implications for neighbouring roadways.
- j) Proponents will note that detailed assessment of economic development opportunities, commercial participation models, governance structures and broader benefits associated with future rail implementation are outside the scope of this study and made be considered in subsequent phases.

#### 4. Rail Technology Review – Options Assessment

- a) Assess options for the type of rail technology that can meet project requirements, including the proposed realignment and the preliminary service plans for passenger service.
  - i. Develop a list of possible technologies for the project
  - ii. Assess the short list of options against the project objectives, as well as:
    - Compatibility with the technical condition of the corridor and the proposed realignment
    - Ability to accommodate the preliminary service concept as outlined in the Service Concept Plan and Preliminary Ridership Study (2026) and anticipated operating requirements
    - Seating capacity, reliability, travel speed
    - User experience and desirability
    - Accessibility
    - Order of magnitude cost for vehicles
    - Scalability; and
    - Any material implementation considerations that may influence future project development.
  - iii. Recommend a maximum of two (2) technologies that would best meet project requirements
    - Provide examples of similar projects in other jurisdictions, with lessons learned that may inform future phases of the project.
  - iv. Following development of the preferred technology shortlist, identify whether there are any material inconsistencies between the recommended technologies and the assumptions underpinning the Service Concept Plan and Preliminary Ridership Study (2026).

#### 5. Deliverables:

In addition to sharing regular updates to and seeking input from project managers and the Technical Advisory Committee, as noted in the anticipated meeting requirements on p. 15, The Contractor shall provide the following deliverables:

Deliverable	Details	Due Date
<b>Draft Feasibility Report</b>	Includes preliminary findings from all scope components	To be submitted to ICF no later than October 7, 2026.
<b>Workshop Presentation</b>	Presented to the RCI Steering Committee. Summarizing draft findings and obtaining feedback	To be completed no later than October 14, 2026.
<b>Final Feasibility Report</b>	Incorporates comments from the RCI Steering Committee and identifying key assumptions, limitations, information gaps, and recommended next phase investigations. The Final Feasibility Report should include all studies and findings from throughout the technical feasibility study process in detailed appendices.	To be submitted to ICF no later than October 30, 2026.

### **Appendix C: Contract Form**

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the ICF that will include clauses substantially the same as the following selected Contract clauses, and such other terms and conditions to be finalized to the satisfaction of the ICF.

## SAMPLE CONTRACT – SUBJECT TO CHANGE

THIS AGREEMENT is dated for reference the \_\_\_ day of \_\_\_\_\_, 2026.

BETWEEN:

\_\_\_\_\_ (the “**Contractor**”) with the following specified address and email:

AND:

THE ISLAND CORRIDOR FOUNDATION, (the “**Client**”) with the following specified address and email:

Island Corridor Foundation

PO 375 Stn A

Nanaimo BC V9R 5L3

ATTN: Thomas Bevan, CEO

thomasbevan@islandrail.ca

The ICF wishes to retain the Contractor to provide the services specified in Schedule A – Services and, in consideration for the remuneration set out in Schedule B – Fees and Expenses, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the ICF and the Contractor agree as follows:

### 1 Definitions

#### 1.1 General

In this Agreement, unless the context otherwise requires:

- i. “**Business Day**” means a day, other than a Saturday or Sunday, on which the ICF is open for normal business in British Columbia;
- ii. “**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;
- iii. “**Material**” means the Produced Material and the Received Material;
- iv. “**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;
- v. “**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 ICF or any other person;
- vi. “**Services**” means the services described in Part 2 of Schedule A;
- vii. “**Subcontractor**” means a person described in paragraph (a) or (b) of section 12.4; and
- viii. “**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.

## **2 Services**

### **2.1 Provision of services**

The Contractor must provide the Services in accordance with this Agreement.

### **2.2 Term**

Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

### **2.3 Supply of various items**

Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

### **2.4 Standard of care**

Unless otherwise specified in this Agreement, the Contractor 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.

### **2.5 Standards in relation to persons performing Services**

The Contractor must ensure that all persons employed or retained to perform the Services are in accordance with the team identified in the Contractor's proposal, are qualified and competent to perform the Services and are properly trained, instructed and supervised.

### **2.6 Instructions by ICF**

The ICF may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

### **2.7 Confirmation of non-written instructions**

If the ICF provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the ICF in writing, which request the ICF must comply with as soon as it is reasonably practicable to do so.

### **2.8 Effectiveness of non-written instructions**

Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

### **2.9 Applicable laws and policies**

In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the ICF regarding access to and/or attendance at land and infrastructure owned, controlled or occupied by the ICF. Additional requirements must be met before accessing land on First Nations reserves, and these requirements will be shared with the Contractor. For greater certainty and without in any way limiting section 12.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

## **3 Payment**

### **3.1 Fees and expenses**

If the Contractor complies with this Agreement, then the ICF must pay to the Contractor at the times and on the conditions set out in Schedule B:

- a) the fees described in that Schedule;
- b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the ICF's opinion, are necessarily incurred by the Contractor in providing the Services; and
- c) any applicable taxes payable by the ICF under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The ICF is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

### 3.2 Statements of accounts

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

### 3.3 Withholding of amounts

Without limiting section 9.1, the ICF may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the ICF and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the ICF to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the ICF.

### 3.4 Currency

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

### 3.5 Prohibition against committing money

Without limiting section 12.9(b), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the ICF to pay any money except as may be expressly provided for in this Agreement.

## 4 Representations and Warranties

### 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the ICF as follows:

- a) except to the extent the Contractor has previously disclosed otherwise in writing to the ICF,
  - i. all information, statements, documents and reports furnished or submitted by the Contractor to the ICF in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - ii. the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
  - iii. the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- b) if the Contractor is not an individual,
  - i. the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

- ii. this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## **5 Confidentiality**

### **5.1 Confidentiality**

The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the ICF's prior written consent except:

- a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- c) if it is information in any Incorporated Material.

### **5.2 Public announcements**

Any public announcement relating to this Agreement will be arranged by the ICF and, if such consultation is reasonably practicable, after consultation with the Contractor.

### **5.3 Restrictions on promotion**

The Contractor must not, without the prior written approval of the ICF, refer for promotional purposes to the ICF being a customer of the Contractor or the ICF having entered into this Agreement.

## **6 Material and Intellectual Property**

### **6.1 Access to Material**

If the Contractor receives a request for access to any of the Material from a person other than the ICF, the Contractor must promptly advise the person to make the request to the ICF.

### **6.2 Ownership and delivery of Material**

The ICF exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the ICF immediately upon the ICF's request. In some cases to be identified by ICF, ICF's property rights in the Material may be assigned to the First Nations on whose behalf the information was created.

### **6.3 Matters respecting intellectual property**

The ICF exclusively owns all intellectual property rights, subject to clause 6.2, and including copyright, in:

- i. Received Material that the Contractor receives from the ICF; and
- ii. Produced Material, other than any Incorporated Material.

Upon the ICF's request, the Contractor must deliver to the ICF documents satisfactory to the ICF that irrevocably waive in the ICF's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the ICF of the copyright in the Produced Material, other than any Incorporated Material.

### **6.4 Rights in relation to Incorporated Material**

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 ICF, subject to clause 6.2:

- i. 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
- ii. the right to sublicense or assign to third parties any or all of the rights granted to the ICF under section 6.4(i).

## **7 Records and Reports**

### **7.1 Work reporting**

Upon the ICF's request, the Contractor must fully inform the ICF of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### **7.2 Time and expense records**

If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the ICF. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## **8 Indemnity and Insurance**

### **8.1 Indemnity**

The Contractor must indemnify and save harmless the ICF and the ICF's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the ICF or any of the ICF's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "**Loss**") to the extent the Loss is directly or indirectly caused or contributed to by:

- i. 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; or
- ii. any representation or warranty of the Contractor being or becoming untrue or incorrect.

### **8.2 Workers' compensation**

Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the Workers Compensation Act in British Columbia or similar laws in other jurisdictions.

### **8.3 Personal optional protection**

The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- i. the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act or similar laws in other jurisdictions; and
- ii. such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### 8.4 Commercial General and Professional Liability

The Contractor shall, at its own expense, obtain and maintain for the duration of the Agreement (and, for professional liability, for a period of not less than two (2) years following completion of the Services) the following insurance coverage with insurers licensed to carry on business in British Columbia:

(a) Commercial General Liability - in an amount not less than \$2,000,000 per occurrence, including coverage for bodily injury, property damage, personal injury, contractual liability, products and completed operations, and cross-liability / severability of interests. The Island Corridor Foundation shall be added as additional insureds with respect to the Contractor's operations under this Agreement.

(b) Professional Liability (Errors & Omissions) - in an amount not less than \$5,000,000 per claim and in the aggregate, covering liability arising from any error, omission, or negligent act in the performance of the Services. Where coverage is written on a claims-made basis, the Contractor shall maintain such coverage for not less than two (2) years after completion of the Services.

#### 8.5 Evidence of coverage

Within 10 Business Days of being requested to do so by the ICF, the Contractor must provide the ICF with evidence of the Contractor's compliance Section 8.

### 9 Force Majeure

#### 9.1 Definitions Relating to Force Majeure

a) **"Event of Force Majeure"** means one of the following events:

- i. a natural disaster, fire, flood, storm, epidemic or power failure,
- ii. a war (declared and undeclared), insurrection or act of terrorism or piracy,
- iii. a strike (including illegal work stoppage or slowdown) or lockout, or
- iv. a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

b) **"Affected Party"** means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### 9.2 Consequence of Event of Force Majeure

An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

#### 9.3 Duties of Affected Party

An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 10 Default and Termination

### 10.1 Definitions relating to default and termination

- (a) **“Event of Default”** means any of the following:
- (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect;
- and
- (b) **“Insolvency Event”** means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the Companies' Creditors Arrangement Act (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the ICF's reasonable opinion, to carry on business as a going concern.

### 10.2 ICF's options on default

On the happening of an Event of Default, or at any time thereafter, the ICF may, at its option, elect to do any one or more of the following:

- i. by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- ii. pursue any remedy or take any other action available to it at law or in equity; or
- iii. by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(i).

### 10.3 Delay not a waiver

No failure or delay on the part of the ICF to exercise its rights in relation to an Event of Default will constitute a waiver by the ICF of such rights.

### 10.4 ICF's right to terminate other than for default

In addition to the ICF's right to terminate this Agreement under section 11.2(iii) on the happening of an Event of Default, the ICF may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

### 10.5 Payment consequences of termination

Unless Schedule B otherwise provides, if the ICF terminates this Agreement under section 10.4:

- a) the ICF must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the ICF's satisfaction before termination of this Agreement; and

- b) the Contractor must, within 30 days of such termination, repay to the ICF any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the ICF has notified the Contractor in writing was not completed to the ICF's satisfaction before termination of this Agreement.

#### 10.6 Discharge of liability

The payment by the ICF of the amount described in section 10.5(a) discharges the ICF from all liability to make payments to the Contractor under this Agreement.

#### 10.7 Notice in relation to Events of Default

If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the ICF of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

### 11 Dispute Resolution

#### 11.1 Dispute resolution process

In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
- c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the Arbitration Act and:
  - i. the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
  - ii. there will be a single arbitrator; and
  - iii. British Columbia law is the applicable law.

#### 11.2 Location of arbitration or mediation

Unless the parties otherwise agree in writing, an arbitration or mediation under section 11.1 will be held in Victoria, British Columbia.

#### 11.3 Costs of mediation or arbitration

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 under section 11.1 other than those costs relating to the production of expert evidence or representation by counsel.

### 12 Miscellaneous

#### 12.1 Delivery of notices

Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- a) by email to the addressee's email number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
- b) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

#### 12.2 Change of address or email

Either party may from time to time give notice to the other party of a substitute address or email, which from the date such notice is given will supersede for purposes of section 12.1 any previous address or fax number specified for the party giving the notice.

#### 12.3 Assignment

The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the ICF's prior written consent. Upon providing written notice to the Contractor, the ICF may assign to any person or entity any of the ICF's rights and obligations under this Agreement.

#### 12.4 Subcontracting

The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the ICF's prior written consent, except persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

- a) any person retained by the Contractor to perform obligations under this Agreement; and
- b) any person retained by a person described in paragraph (a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations.

#### 12.5 Modifications

No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### 12.6 Entire agreement

This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### 12.7 Survival of certain provisions

Sections of any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

#### 12.8 Schedules

The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### 12.9 Independent contractor

In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- a) an employee or partner of the ICF; or
- b) an agent of the ICF except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### 12.10 Personnel not to be employees of ICF

The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the ICF.

#### 12.11 Key Personnel

If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the ICF otherwise approves in writing, which approval must not be unreasonably withheld.

#### 12.12 Pertinent information

The ICF must make available to the Contractor all information in the ICF’s possession which the ICF considers pertinent to the performance of the Services.

#### 12.13 Conflict of interest

The Contractor must not provide any services to any person in circumstances which, in the ICF’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the ICF under this Agreement.

#### 12.14 Time

Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### 12.15 Conflicts among provisions

Conflicts among provisions of this Agreement will be resolved as follows:

- a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- b) 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.

#### 12.16 Remainder not affected by invalidity

If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### 12.17 Further assurances

Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

#### 12.18 Governing law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

13 **Execution and Delivery of Agreement**

The parties have executed this Agreement as follows:

SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by the Contractor:

Signature(s): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Print Title(s): \_\_\_\_\_

SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 on behalf of the ICF by its duly authorized representative:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Schedule A - Services**

1. Term
2. Services and Deliverables
3. Related Documentation
4. Key Personnel

**Schedule B - Fees and Expenses**

1. Maximum Amount Payable
2. Fees
3. Expenses
4. Statements of Account
5. Payments Due

**Schedule C – Sub-Contractor**

## Appendix D: Pricing Form

Proponents are required to use the attached pricing form to outline their proposed price for successfully completing the Scope of Work.

The pricing form is the only part of the Proponent's proposal that shall include pricing information. Financial information related to Proponent pricing that appears in any other part of the Proponent's submission will not be evaluated.

The total budget available for this engagement is **\$235,000 CAD** (inclusive of applicable taxes and Proponent expenses e.g. travel). Proponents are encouraged to structure their proposals to maximize deliverable value within this budget envelope. Proposals exceeding this amount will not be automatically disqualified but may be subject to negotiation prior to award.

The pricing form requires Proponents to provide a task-level price for all major activity workstreams identified in **Appendix B – Scope of Work** (e.g. Corridor and Infrastructure Analysis). The final contract will be structured as a fixed fee.

## Appendix E: Submission Declaration

The Submission Declaration is required to be prepared and 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.

This signature requirement must be met through a signature of the Proponent's authorized representative in the space below.

By submitting a Proposal, the Proponent:

- a. agrees to all of the terms, conditions, and process rules of the RFP;
- b. agrees to be bound by the statements and representations made in the Proposal;
- c. confirms it has conducted such investigations as were prudent and reasonable in preparing its Proposal;
- d. confirms that the Proponent, to the best of its knowledge, is not aware of any actual or perceived conflict of interest that would affect its ability to undertake this engagement.
- e. declares that the Proponent's authorized representative's name being signed, or an image of that signature being affixed on this form, will constitute the Proponent's legally binding signature.

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Signature of the Proponent's authorized representative:

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Print name of the name of the Proponent's authorized representative:

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Date:

## Appendix F: KCP Topographic Survey

