

**CITY OF CRANBROOK
REQUEST FOR QUOTATION
AIRPORT MASTER PLAN – CONSULTING SERVICES
CRA2026-Q-003**

Background

The City of Cranbrook is seeking to undertake the development of an updated Airport Master Plan for Canadian Rockies International Airport (YXC). The airport's most recent major expansion occurred in 2008. Since that time, the airport has experienced significant growth, with commercial passenger volumes more than doubling.

In addition, the aviation industry has evolved considerably, with airlines rationalizing regional fleets and emerging technologies—such as hybrid and low-emission aircraft—beginning to influence airport infrastructure and ground service requirements. These changes highlight the need for updated short, medium, and long-term planning to ensure the airport can effectively support future aviation activity and regional economic development.

Project Description

The project goal for the Airport Master Plan is to provide long-term planning direction for the Canadian Rockies International Airport (YXC) and its sub-sectors. It serves as the blueprint to identify opportunities for improving the operating environment at the airport and to ensure its continued performance as a sustainable and powerful catalyst for economic growth in the Kootenay region.

The Master Plan provides an overview of current and future airport operations and offers guidance on how the airport site should be developed. As a fundamental planning and vision document, it will guide the growth of YXC over the next 20 years and ensure that both short- and long-term development aligns with the needs of the local community and the broader region it serves.

The objective of the plan is to ensure that infrastructure and services support current and future commercial air services, private aviation activities, aerospace development, and related economic growth and diversification at the airport.

The plan considers forecasted passenger and aircraft traffic and includes short-, medium-, and long-term planning components. These include land use zoning; airfield planning for runways, taxiways, aprons, the Airport Terminal Building (ATB), hangars, and vehicle and aircraft parking; as well as air navigation systems, utilities and services, maintenance facilities and aircraft hangars, fire and emergency services, environmental planning, airport security, and airport access.

The planning process begins with forecasting aviation activity to determine demand over the lifespan of the Master Plan. Peak-hour demand for both aircraft and passengers during the planning period is also analyzed, as this information is critical to phasing strategies and capacity assessments for airport infrastructure and operations.

The Master Plan will also include a detailed financial management framework for future capital improvements and program initiatives. It will identify capital projects and evaluate development alternatives for YXC across three planning horizons: short term (0–5 years), medium term (6–10

years), and long term (11–20 years). These considerations will account for the dynamic nature of the aviation industry, as well as the evolving needs of the City of Cranbrook and the Kootenay–Columbia catchment area.

Overall, the information developed through the master planning process will support the continued operation of a safe, efficient, economically viable, and environmentally sustainable airport.

Information Available

The proponent must notify the City in writing if more information or clarification is needed.

All information will be provided on an as-is basis, and although the City of Cranbrook has compiled and reviewed the information for general accuracy and correctness, the City of Cranbrook offers no guarantees that the information or any portion thereof is correct and will not retain any liability as a result of its use. Any design assumptions using this information must be checked against all other available data. Assumptions for critical infrastructure elements where failure or reduced infrastructure capacity would put the City at risk must be clearly communicated to the City of Cranbrook.

General Requirements

The following defines the general requirements for the delivery of design and project administration requirements.

1. Project Management and Coordination

- Provide overall project management, coordination, and administration for the development of the Airport Master Plan.
- Establish a clear project work plan, schedule, and communication protocol with the Canadian Rockies International Airport (YXC) and project stakeholders.
- Coordinate with airport management, the City of Cranbrook, regulatory agencies, and other relevant stakeholders throughout the project.

2. Project Schedule and Milestones

- Develop and maintain a detailed project schedule identifying key tasks, deliverables, review periods, and decision milestones.
- Ensure the Master Plan is delivered within the agreed project timeline, including short-, medium-, and long-term planning stages.

3. Stakeholder Engagement

- Facilitate consultation and engagement with key stakeholders including airport tenants, airlines, regulatory authorities, municipal representatives, and regional partners.
- Incorporate stakeholder input into planning considerations and recommendations where appropriate.

4. Data Collection and Analysis

- Collect and review existing airport planning documents, operational data, infrastructure information, and relevant regional planning materials.
- Conduct aviation demand forecasting, including passenger and aircraft activity projections, to inform infrastructure and operational planning.

5. Planning and Technical Analysis

- Assess existing airport infrastructure and operational capacity.
- Identify future land use requirements, airfield infrastructure needs, and operational improvements required to support forecasted aviation demand.
- Evaluate alternative development scenarios and recommend preferred options.

6. Financial Planning

- Develop a capital improvement plan outlining projected investments required to support airport development over the 20-year planning horizon.
- Provide high-level cost estimates and phasing strategies for proposed capital projects.

7. Regulatory and Industry Alignment

- Ensure the Master Plan aligns with applicable aviation regulations, industry standards, and best practices.
- Consider environmental, safety, and security requirements in all planning recommendations.

8. Reporting and Deliverables

- Prepare draft and final Master Plan documents, including technical reports, maps, graphics, and supporting analyses.
- Provide periodic progress reports and presentations to airport management and project stakeholders.

9. Phasing and Implementation Strategy

- Identify phased development strategies for short-term (0–5 years), medium-term (6–10 years), and long-term (11–20 years) airport growth.
- Provide implementation guidance to support the orderly development of airport infrastructure and services.

10. Quality Assurance

- Ensure all work products are prepared to professional planning and engineering standards.
- Implement internal quality control processes to ensure accuracy, clarity, and completeness of deliverables.

11. Final Documentation

- Deliver a comprehensive Airport Master Plan document and supporting materials suitable for guiding long-term airport development, investment planning, and operational decision-making.

12. Deadline

- Deadline for completion and submission of the Airport Master Plan is no later than 16:30, December 15, 2026.

Scope of Work

Airport Master Plan and Project Management Services

The selected consultant will provide professional planning, technical, and project management services to complete a comprehensive Airport Master Plan for YXC. The work will include assessment of existing infrastructure, aviation demand forecasting, facility planning, regulatory compliance, stakeholder engagement, and development of a phased capital improvement program.

The consultant team is expected to include qualified professionals in airport planning, aviation forecasting, engineering, environmental assessment, finance, and stakeholder engagement.

1. Project Initiation and Management

The consultant will provide overall project management services throughout the assignment.

Tasks will include:

- Project kickoff meeting with airport management and project stakeholders
- Development of a Project Management Plan outlining schedule, deliverables, communication protocols, and quality assurance processes
- Establishment of a project schedule with milestones and reporting intervals
- Coordination with airport management, municipal representatives, and regulatory agencies
- Monthly or milestone progress reporting
- Budget tracking and scope control
- Facilitation of project meetings and workshops
- Preparation of meeting agendas, minutes, and action items

Deliverables:

- Project Management Plan
 - Detailed Work Schedule
 - Progress Reports
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2. Review of Existing Conditions

The consultant will conduct a comprehensive review of current airport infrastructure, operations, and planning documents.

Tasks include:

- Review of previous airport master plans, development plans, and studies
- Inventory and condition assessment of existing infrastructure including:
 - Airside facilities (runways, taxiways, aprons, navigational aids)
 - Terminal facilities
 - Landside infrastructure (roads, parking, utilities)
 - Commercial and industrial lease areas
- Assessment of existing operational capacity and constraints
- Evaluation of land use and property holdings
- Review of environmental conditions and regulatory considerations
- Identification of infrastructure deficiencies and opportunities

Deliverables:

- Existing Conditions Report
 - Infrastructure Inventory and Mapping
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3. Aviation Activity Forecasting

The consultant will prepare aviation demand forecasts to guide long-term airport planning.

Tasks include:

- Collection and analysis of historical aviation activity data
- Forecasting of:
 - Passenger volumes
 - Aircraft movements
 - Cargo activity
 - General aviation demand
- Assessment of regional demographic and economic drivers
- Scenario development reflecting potential aviation growth
- Validation of forecasts with airport stakeholders and industry trends

Deliverables:

- Aviation Activity Forecast Report
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4. Facility Requirements Analysis

Based on forecast demand, the consultant will evaluate future facility requirements.

Tasks include:

- Determination of airside capacity and future requirements
- Evaluation of runway and taxiway needs
- Assessment of apron capacity and aircraft parking requirements
- Terminal building capacity analysis
- Landside infrastructure needs including:
 - Parking
 - Access roads
 - Ground transportation
- Identification of lands required for aviation and commercial development

Deliverables:

- Facility Requirements Assessment
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5. Development Alternatives

The consultant will develop and evaluate alternative development concepts for the airport.

Tasks include:

- Preparation of conceptual development scenarios
 - Evaluation of alternatives based on:
 - Operational efficiency
 - Safety
 - Environmental impacts
 - Cost considerations
 - Compatibility with community and land use planning
 - Development Alternatives Report
 - Conceptual Layout Plans
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6. Recommended Airport Development Plan

The consultant will prepare the preferred long-term development plan.

Tasks include:

- Preparation of a Preferred Airport Development Concept
- Airside and landside layout planning
- Protection of future aviation infrastructure
- Identification of lands for aviation and commercial uses
- Integration with regional transportation planning

Deliverables:

- Draft Airport Master Plan

- Airport Layout Plan (ALP)
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7. Capital Improvement Plan (CIP)

The consultant will prepare a prioritized capital investment program.

Tasks include:

- Identification of capital projects required to implement the master plan
- Cost estimates for each project
- Development of a phased implementation strategy
- Identification of funding sources and grant opportunities
- Preparation of a 10–20 year Capital Improvement Plan

Deliverables:

- Capital Improvement Program Report
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8. Environmental and Regulatory Considerations

The consultant will identify environmental and regulatory requirements associated with proposed development.

Tasks include:

- Review of applicable federal and provincial aviation regulations
- Identification of environmental assessment requirements
- Preliminary review of:
 - Wildlife hazards
 - Noise considerations
 - Stormwater and drainage
 - Land use compatibility
- Identification of permitting requirements

Deliverables:

- Environmental and Regulatory Review Memorandum
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9. Final Airport Master Plan

The consultant will prepare the final master planning documents.

Deliverables include:

- Draft Airport Master Plan
 - Final Airport Master Plan
 - Airport Layout Plan Drawings
 - Executive Summary
 - Implementation Strategy
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10. Optional Services

Proponents may also be requested to provide optional professional services including:

- Environmental impact assessments
 - Noise exposure forecasting and mapping
 - GIS mapping and digital planning tools
 - Financial modelling and business case development
 - Grant application support
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11. Expected Consultant Team Disciplines

Proposals should demonstrate expertise in:

- Airport planning
- Civil and airfield engineering

- Aviation forecasting
 - Environmental consulting
 - Financial and economic analysis
 - Project management
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Submission Requirements

Proponents responding to this Request for Quotation (RFQ) are requested to submit a comprehensive proposal that clearly demonstrates their qualifications, experience, and capacity to undertake the Airport Master Plan project for **Canadian Rockies International Airport (YXC)**.

Submissions should be concise, well organized, and structured according to the following format.

1. Cover Letter

Provide a cover letter signed by an authorized representative of the firm that includes:

- Name and address of the proponent firm
 - Contact person, title, phone number, and email
 - Confirmation of the proponent's intent to provide the services outlined in the RFQ
 - A summary of the firm's understanding of the project
 - Identification of any subconsultants included in the proposal
 - Statement confirming the firm's availability to undertake the project
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2. Firm Profile and Qualifications

Provide a description of the proponent firm including:

- Overview of the firm, including years in operation
- Areas of expertise relevant to airport planning and aviation consulting
- Location of offices and resources that will support the project
- Experience delivering similar airport master planning projects
- Description of the firm's project management capabilities

If a team of firms is proposed, clearly describe the role of each participating firm.

3. Project Team and Key Personnel

Identify the proposed project team and key personnel who will be assigned to the project.

Include:

- Project Manager identification and qualifications
- Roles and responsibilities of each team member
- Organizational chart showing the proposed team structure
- Brief resumes (maximum two pages each) outlining relevant experience
- Confirmation of availability for the duration of the project

Key personnel should demonstrate relevant experience in:

- Airport planning
 - Aviation forecasting
 - Civil/airfield engineering
 - Environmental planning
 - Stakeholder engagement
 - Project management
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4. Relevant Project Experience

Provide descriptions of three to five (3–5) similar projects completed by the proponent within the past ten years.

For each project include:

- Project name and location
- Client name and contact information
- Description of the project scope and services provided
- Role of the proposed project team members
- Project budget and timeline (where available)
- Key outcomes or notable achievements

Preference will be given to experience with regional or small international airport master planning projects.

5. Project Understanding and Approach

Provide a brief description outlining the proponent's understanding of the project objectives and challenges associated with developing a master plan for Canadian Rockies International Airport (YXC).

Include:

- Key issues or opportunities the consultant anticipates
- Overview of the proposed planning methodology
- Approach to aviation forecasting and facility planning
- Approach to stakeholder engagement
- Approach to developing implementation strategies

6. Proposed Work Plan and Schedule

Provide a preliminary work plan describing how the proponent will complete the scope of work.

Include:

- Major project phases and tasks
- Proposed schedule and timeline
- Key milestones and deliverables
- Project management and communication approach

7. References

Provide three (3) client references for projects of similar scope and complexity.

Include:

- Organization name
- Contact person
- Title
- Phone number
- Email address
- Description of services provided

References should preferably relate to airport master planning or aviation infrastructure planning projects.

8. Subconsultants

If subconsultants are proposed, include:

- Name and location of each subconsultant
- Description of services they will provide
- Relevant qualifications and experience
- Confirmation of their participation in the project

9. Insurance and Legal Requirements

Confirm that the proponent can provide the following, if selected:

- Professional liability insurance
- Commercial general liability insurance

- Workers' compensation coverage
- Any other insurance required by the contracting authority

10. Evaluation Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria:

Weighted Criteria	Weight
Proponent's relevant and recent experience and knowledge	20
References and requested documentation	20
Fees and expenses	15
Qualifications of the Team members	15
Understanding and methodology to carry out the work	15
Clarity and quality of the submission	10
Ability to meet the proposed schedule	5
TOTAL	100

11. Fee Proposal

The lowest overall price will be awarded all the points allocated to price. All other proposals will be evaluated using the following formula:

$$\frac{\text{Lowest Overall Price}}{\text{This Proposal's Overall Price}} \times \text{Maximum points available}$$

12. Submission Format

Proponents shall submit:

- One (1) electronic PDF copy of the proposal
- Optional printed copies if requested
- Clearly labelled with the RFQ title and proponent name

Proposals must be received no later than the submission deadline stated in the RFQ.

Late submissions may not be accepted.

Project Budget

The total 2026 budget for the project portion is a maximum of \$50,000 including provincial sales tax if applicable.

Quotation

Please forward your quote, via email, with the subject line "YXC Airport Master Plan, by 4:30 p.m. (MST) on August 12, 2026 to:

Tristen Chernove, Airport Manager, Canadian Rockies International Airport
 Email: tristen.chernove@cranbrook.ca
 Phone: (250) 426-7913

Your quotation will hold the price for 60 days after the closing date.

Late quotations will be rejected.

Emailed submissions are acceptable.

The City of Cranbrook reserves the right to reject any or all quotations or to accept the quotation deemed most favorable in the interest of the City. The lowest or any quotation will not necessarily be accepted. Should only one submission be received, the City reserves the right to negotiate pricing.

The selected vendor shall review and sign the City of Cranbrook Standard Terms and Conditions of Purchase as attached.

**THE CORPORATION OF THE CITY OF CRANBROOK
STANDARD TERMS AND CONDITIONS OF PURCHASE**

Offer and Acceptance:

The Supplier, by the acceptance of a contract and/or purchase order enters into a binding agreement of purchase and sale with the City of Cranbrook (the "City") for the supply of the goods and services subject to these terms and conditions.

The City's placement of the contract and/or purchase order with the Supplier is expressly conditioned upon the Supplier's acceptance of all the terms and conditions.

1. Purchase Orders:

All purchases of goods and services over \$200 require a purchase order. City staff will provide the Supplier with a purchase order number at the time the order is placed or shortly thereafter. The purchase order authorizes the Supplier to provide only the specified goods and services at the price indicated. In some cases, where there are liability, labour or performance completion issues, the City may require the Supplier to sign a contract.

2. Required Documentation:

Failure to meet these requirements may result in the goods and/or invoices being returned at the Supplier's cost.

1. The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists, and correspondence.
2. A packing list must be included with each shipment.
3. A separate invoice must be rendered for each order and for each shipment or delivery. Goods and Services Tax (GST) and Provincial Sales Tax (PST) must be shown separately on the invoice.
4. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of the purchase order.
5. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
6. The Supplier shall provide all the necessary training and instruction to its personnel, representatives and agents in the storage, handling and use of any product classified as a "Controlled Product" under WHMIS. The Supplier will provide the appropriate labels and material safety data sheets (MSDS) for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization. The Supplier will ensure and fully comply with the Transportation of Dangerous Goods Act and Regulations when shipping goods to the City.

3. Invoices and Payment:

Invoices shall be sent to:

City of Cranbrook
Accounts Payable
40 -10th Ave. S.
Cranbrook, BC V1C 2M8
ap@cranbrook.ca

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods.

Payment terms are net thirty (30) days and begin the date the Accounts Payable department receives the invoices.

Unless otherwise stated, funds are payable in Canadian dollars.

Prices are to include all packing, handling, taxes, duties and are otherwise all-inclusive.

4. Customs:

For any shipments originating outside of Canada, the Supplier shall attach all required customs documents to the shipment. Payment of duties will be as per the terms of the purchase order/contract. The City's Custom Broker Contact Information: H.H. Smith Ltd., P.O. Box 30, Coutts, AB, T0K 0N0. Phone (403) 344-3822, Fax (403) 344-3027.

5. Delivery:

Time is of the essence. The Supplier must immediately advise the City of a shortage or delay of any kind. If delivery of goods and services is not completed by the date required, the City reserves the right to terminate this contract and/or purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

The City shall not be liable for failure to take delivery of the goods and/or services ordered herein due to labour difficulties, acts of God, fortuitous events or other causes of a like or unlike nature reasonably beyond its control. Deliveries not taken during such period may be eliminated from this order at the City's option without liability on its part.

6. Changes/Modifications/Termination:

The City reserves the right at any time, to cancel or terminate this order in whole or in part by written or verbal notice confirmed in writing, or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract and/or purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this contract and/or purchase order shall be binding upon the City unless in writing and signed by the City's authorized agent.

7. Inspection

All goods and services purchased hereunder are subject to inspection and approval upon delivery at the City's place of business. The City reserves the right to reject and refuse acceptance of goods and services which are not in accordance with the City's specifications or not in compliance with the Supplier's warranty (expressed or implied). Goods not accepted will be returned to the Supplier at the Supplier's expense. Payment for any good or service hereunder shall not be deemed an acceptance thereof. In the event the City judges the quality of the article, material or service to be deficient, the City may cancel the order by returning the goods at the Supplier's expense and debiting the Supplier's account with the original purchase cost.

8. Title:

The City shall not be deemed to accept the merchandise until the City actually receives, inspects and accepts such merchandise at its place of business. Insofar as the order specifies FOB point, the City shall accept title for the goods at that point only. Materials not sold FOB destination must be prepaid and charged. Transportation charges, other than postage, must be supported by documentation. Materials shipped parcel post must be insured. COD charges will not be accepted.

9. Risk of Loss:

Risk of loss or damage of the goods and services provided under this contract and/or purchase order shall not pass to the City until delivery at its place of business.

10. Holdback:

For the supply of both materials and services, holdback of payment may be made in accordance with the requirements of the *Builder's Lien Act of BC*.

11. Shipping containers:

All packing cases, bales and cartons, etc. in which the articles or materials may be shipped shall become, without charge, the City's property on receipt, unless otherwise stipulated.

12. Warranty:

Without limitation to any additional warranties provided by the Supplier, whether indicated on the face of the purchase order or otherwise provided, the Supplier warrants that:

1. All goods shall be of merchantable quality and free from defects in workmanship and materials;
2. All goods shall strictly conform to applicable samples, specifications and drawings;
3. All goods and services shall be fit for the purpose intended by the City;
4. All goods shall be free and clear of all liens, charges and encumbrances;
5. The goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies;
6. The shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and
7. The goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified in the contract and/or on the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods or services furnished by the Supplier, or if the goods and services do not conform to the terms and conditions of the contract and/or purchase order, the City may at its option:

1. Require the Supplier to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the City, or
2. The City may replace or correct the defective goods and services and charge the Supplier with all expenses incurred by the City. The Supplier agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Supplier hereunder.

13. Assignment:

No right of interest in this contract and/or purchase order shall be assigned by either party without the written consent of the other, and no delegation of any obligation owed, or of the performance of any obligation by either the City or Supplier shall be made without the written consent of the other party.

14. Imports:

If the Supplier manufactures or purchases any goods involved in this contract, outside of Canada, he must ensure that he, his agent, or representative is the "Importer of Record" for customs purposes.

15. Tax and Duties:

The Supplier agrees that all Canadian Goods and Services Tax (GST) Provincial Sales Tax (PST) and/or Customs Duty entitlement provided for by the Excise Tax and/or Customs Tariff Acts and all tax duty rate decreases and/or exemptions, resulting from amendments reclassifications, remissions or clarifications thereof on tax and/or duty - applicable priced goods/materials involved, whether recognized or not at the time the order is awarded, shall be passed onto the City. Otherwise said order is based on the specific GST/HST and/or Customs Duty status shown, which must be adhered to and all invoice billings must agree accordingly.

16. Insurance:

All Suppliers/Contractors providing services to the City are required at a minimum to carry \$2,000,000 Commercial General Liability Insurance with the City of Cranbrook named as an additional insured party. The City reserves the right to modify the type of insurance coverage and the coverage amount required to be carried by the Supplier/Contractor. Proof of insurance must be provided to the City prior to commencement of work.

17. Business License:

All Suppliers/Contractors conducting business within City limits will have a valid City of Cranbrook business license if required as per City of Cranbrook Business License Bylaw No. 3194 as amended from time to time or replaced. The Canadian Rockies International Airport is considered within City limits.

18. WCB:

The Supplier/Contractor shall maintain an account in good standing with WCB and shall, upon City request, provide a letter from WCB so stating, prior to commencement of work. The Supplier/Contractor shall ensure compliance by both itself and its Sub-contractors with the *Worker's Compensation Act* and regulations.

19. Patents:

The Supplier undertakes and agrees to defend at Supplier's own expense, all suits, actions or proceedings in which the City or the users of any of the City's merchandise are made defendants for actual or alleged infringement of any US, Canadian or foreign letters patent resulting from the use or sale of the items purchased hereunder, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendants herein.

20. Gifts, Gratuities, and Staff Discounts:

The City of Cranbrook has strict standards against City employees accepting gifts, gratuities or staff discounts as a result of their employment with the City. Items of nominal value, such as pens and calendars, used in the course of employment are exempt.

21. Indemnification:

The Supplier, by acceptance of the contract and/or purchase order, shall indemnify and hold harmless the City of Cranbrook, its agents, and employees, from and against all loss or expense by reason of the liability imposed by law upon the City of Cranbrook its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work.

22. Conflict of Interest:

It is the Supplier's sole responsibility to disclose to the City in writing, prior to supplying goods and/or services, any actual, perceived, or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees.

23. Compliance with Laws:

In accepting the contract and/or purchase order, the Supplier represents that it has complied and will continue during the performance of this contract and/or purchase order to comply with the provisions of applicable third party contracts, and all applicable federal, provincial and municipal laws and regulations. The laws of British Columbia govern this agreement.

24. Freedom of Information:

The City of Cranbrook is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. All Suppliers are therefore advised that any invoices, quotes, price offers or estimates received by the City will be treated as a public document and the contents therein may be disclosed upon written request if required to do so pursuant to the Act.