



Islands Trust

# Request for Proposals OFFICE SPACE - DESIGN/BUILD PROJECT

Request for Proposals Number: RFP-2017.005

Issue date: August 23, 2017

**Closing Time: Proposal must be received by noon Pacific Time on Wednesday, September 20, 2017**

**THE ISLANDS TRUST CONTACT PERSON:** All enquiries from proponents that are related to this Request for Proposals, including any requests for information and clarification, are to be directed, **in writing only**, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the option of the Islands Trust. Proponents may e-mail enquiries until **noon on Wednesday, September 13, 2017 to Cindy Shelest by email at: [cshelst@islandstrust.bc.ca](mailto:cshelst@islandstrust.bc.ca)**

Proposals must not be sent by facsimile or email. They must contain **ONE** hardcopy and **ONE** copy in PDF on flash drive.

Proposals must be delivered by hand, mail or courier and marked as follows:

Cindy Shelest  
RFP-2017.005 – Office Space - Design/Build Project  
Suite 200-1627 Fort Street  
Victoria, BC V8R 1H8

**A PROPONENT MEETING WILL BE HELD AT THE ABOVE LOCATION ON WEDNESDAY, SEPTEMBER 6, 2017 AT 1:00 P.M. PACIFIC TIME.**

### PROponent SECTION:

**For hard-copy proposals**, a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal.

**The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.**

<i>Signature of Authorized Representative:</i>	<i>Legal Name of Proponent (and Doing Business As Name, if applicable):</i>
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

## 1. Definitions and Administrative Requirements

### 1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Islands Trust and the Contractor;
- b) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Islands Trust;
- c) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- e) "Request for Proposals" or "RFP" means the process described in this document; and
- f) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- g) "Islands Trust" means corporate bodies created under the Islands Trust Act

### 2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Islands Trust. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

### 3. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before

closing time will be considered to have been received on time.

Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

### 4. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Islands Trust opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult the Islands Trust prior to submitting a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

### 5. Evaluation

Evaluation of proposals will be by a committee formed by the Islands Trust and may include employees and contractors of The Islands Trust. All personnel will be bound by the same standards of confidentiality. The Islands Trust's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

### 6. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent the Islands Trust may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

### 7. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified.

Unsuccessful Proponents may request a debriefing meeting with the Islands Trust.

#### **8. Alternative Solutions**

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

#### **9. Changes to Proposals**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Islands Trust for purposes of clarification.

#### **10. Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Islands Trust, if any. If the Islands Trust elects to reject all proposals, the Islands Trust will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### **11. Limitation of Damages**

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

#### **12. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the closing date.

#### **13. Firm Pricing**

Prices will be firm-fixed for the entire Contract period unless this Request for Proposals specifically states otherwise.

#### **14. Currency and Taxes**

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of GST and PST

#### **15. Completeness of Proposal**

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

#### **16. Sub-Contracting**

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Islands Trust's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Islands Trust prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors 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 Islands Trust.

## **17. Acceptance of Proposals**

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Islands Trust is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Islands Trust will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## **18. Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **19. Contract**

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Islands Trust.

## **20. Liability for Errors**

While the Islands Trust has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Islands Trust, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

## **21. Modification of Terms**

The Islands Trust reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

## **22. Ownership of Proposals**

All proposals submitted to the Islands Trust become the property of the Islands Trust. They will be received and held in confidence by the Islands Trust, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

## **23. Use of Request for Proposals**

Any portion of this document, or any information supplied by the Islands Trust in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal the Proponent agrees to hold in confidence all information supplied by the Islands Trust in relation to this Request for Proposals.

## **24. Reciprocity**

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

## **25. No Lobbying**

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Islands Trust, including the evaluation committee and any elected officials of the Islands Trust, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Islands Trust.

## **26. Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information,

including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Islands Trust with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Islands Trust. Such written consents are to specify that the personal information may be forwarded to the Islands Trust for the purposes of responding to this RFP and use by the Islands Trust for the purposes set out in the RFP. The Islands Trust may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Islands Trust.

**27. Confidentiality of Information**

This RFP is the property of the Islands Trust and is not to be copied or distributed without prior approval of The Island Trust. Any information acquired about the Islands Trust by a proponent during this process must not be disclosed unless authorized by the Island Trust, and this obligation will survive the termination of this RFP process. The awarding of any contract or reaching of any agreement will not permit any proponent to advertise a relationship with The Island Trust without The Island Trusts' prior authorization.

## 2. Organization Overview

### 2.1. The Islands Trust

The Trust Area consists of 13 major islands and more than 450 smaller islands between the BC Mainland and southern Vancouver Island, including Howe Sound and as far north as Comox. The population of the area is approximately 25,000.

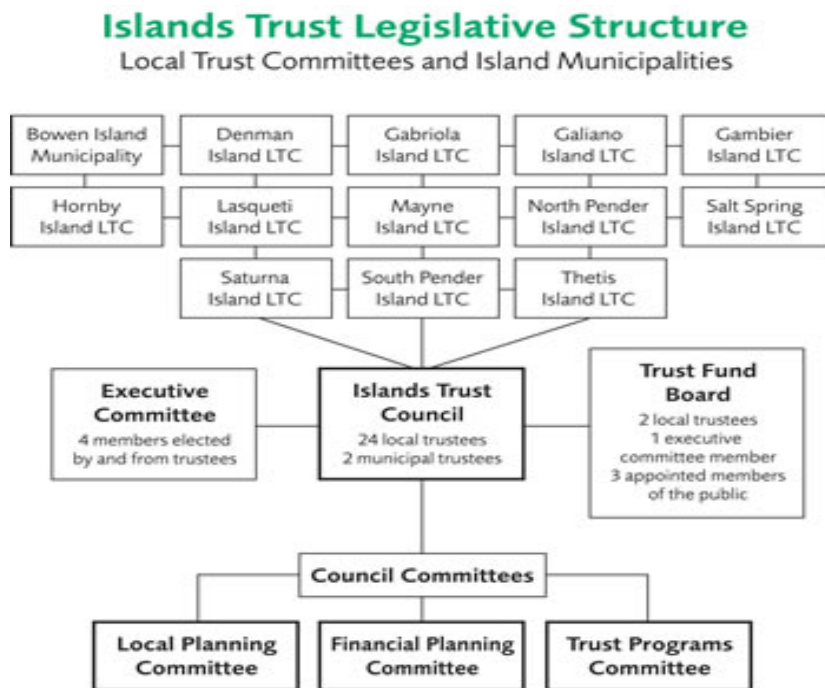
The *Islands Trust Act* established the Islands Trust in 1974 and sets out its mandate as follows:

*"To preserve and protect the trust area and its unique amenities and environment for the benefit of the residents of the trust area and of British Columbia generally, in cooperation with municipalities, regional districts, improvement districts, other persons and organizations and the government of British Columbia."*

The Islands Trust is a federation of thirteen local government bodies. Within the Islands Trust federation, there are an additional 3 corporate bodies, an executive committee and several sub-committees.

Within the broader Islands Trust Area there are 26 elected trustees serving on 13 local trust committees and one island municipality, all of whom serve on Trust Council, which meets quarterly to address regional issues. Each Local Trust Committee is an incorporated, special purpose authority with statutory responsibility for planning and regulating land use within its local trust area. All other municipal services (e.g. water, sewer, garbage, roads) are provided by Regional Districts.

The Islands Trust website is located at: <http://www.islandstrust.bc.ca/>



### **3. Background**

Islands Trust has recently renewed a lease for our Victoria location at 1627 Fort Street, Victoria, BC. We currently have a total of 33 staff in approximately 8,500 square feet of lease space in 4 suites on the second floor of the building. Our leased facilities include: 2 reception areas, 2 board rooms, 2 bathrooms, lunch/break room, supplies and photocopy room, and primarily enclosed office spaces.

The landlord has approved leasehold improvements on this space to be completed by March 31, 2018. We are seeking proposals from office space designers to assist with the assessment and design of our office space requirements and complete implementation of the approved design layout.

### **4. Scope of Work**

The successful proponent will be asked to:

- Collaborate with management to examine Islands Trust's space needs.
- Assess design options from the perspective of cost, ease of renovation and the efficient utilization of space. The design options should consider among other things, space, lighting, air circulation and acoustics.
- Design floor plan/office space layouts including:
  - Preliminary design
  - Design development
  - Cost estimating
  - Construction documents
  - Tendering/negotiation of any required contracts to complete the project
  - Complete implementation of the approved design layout

### **5. Deliverables**

The successful proponent will:

- Meet with Islands Trust management and user group members to determine the critical design needs.
- Submit a conceptual design drawn to scale, a summary of the design rationale, and a budget estimate and timeline detailing the components required to implement the design.
- Establish final design selection and prepare specifications for construction and equipment tenders.
- Establish project schedules to minimize staff disruption, downtime, and construction delays.
- Manage construction and equipment contractor selection Complete the design as recommended, within budget established including ensuring construction is in-line with approved architectural design and furniture is installed in-line with approved final floor plan.

### **6. Qualifications and Experience**

Proposals will include:

- Proponent's relevant experience in project management, office space design and planning that demonstrates the ability to accomplish the scope of services described in this RFP

- Examples of up to three major projects completed within the last 5 years that are similar in scope and size that demonstrates the required skills and experience of the lead and team members. Include examples of the design, the relevance of each example and whether or not the associated work plan was implemented on schedule and within budget, and if not, describe the reasons. Include references that may be contacted including: client, the name of the contact person, email and telephone number.
- Resumes of those individuals of the firm who would work on this project.

## 7. Methodology

Identify the specific approach to be used in completing the project including the proposed time schedule; specific methods to be used for completing the project; and planned resource allocation.

## 8. Fee

Proposals will contain the following costs exclusive of any applicable taxes (PST or GST) :

- Total hours and fee for completion of the project
- The hourly rate of each principle and staff member whose resume is provided or whose job category may be required, and the rate used in the proposal. Hourly rates must be applicable throughout the contract period.
- Any other fees or charges

## 9. Budget

The budget for this project is estimated at \$200,000.00.

## 10. Service Contract

The successful proponent will be required to sign a service contract with Islands Trust. Please see Appendix A attached for a copy of our standard service contract. The successful proponent will be required to meet the Insurance requirements as outlined in Part D of the service contract template.

## 11. Proposed Timeline for RFP Process:

Activity	Estimated Completion Dates
Issue RFP	August 23, 2017
Proponent meeting/site review	September 6, 2017
RFP Closing	September 20, 2017
Anticipated award of Contract to Successful proponent	September 30, 2017

## 12. RFP Response Outline

Proposals should be clearly written, providing a straightforward, concise description of the proponent's ability to meet the requirements of the RFP.

The following format, sequence, and instructions should be followed in order to provide consistency in proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.



- a. An original, unaltered and completed Request for Proposals cover page which is page one of this RFP document. The Proponent section must be completed and signed by an authorized signatory.
- b. Table of contents including page numbers.
- c. A summary detailing your qualifications, experience and skills that describe relevant experience in project management and office space design and planning that demonstrates the ability to accomplish the scope of services described in this RFP
- d. A resume outline qualifications and experience of each individual that will be assigned to this project.
- e. Examples of up to three major projects completed within the last 5 years that are similar in scope and size and that demonstrates the required skills and experience of the lead and team members. Include examples of the design, the relevance of each example and whether or not the associated work plan was implemented on schedule and within budget, and if not, describe the reasons. Include references that may be contacted including: client, the name of the contact person, email and telephone number.
- f. Identify the specific approach to be used in completing the project including the proposed time schedule; specific methods to be used for completing the project; and planned resource allocation.
- g. The RFP response must clearly indicate the details comprising an all-inclusive firm-fixed price (excluding GST and PST) for undertaking the deliverables described in this request for proposal. Pricing should include any associated travel cost, etc.

### 13. Evaluation

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should make sure that they fully respond to all criteria in order to receive full consideration during evaluation.

#### 13.1. Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

A.	The proposal must be received at the closing location before the specified closing date and time.
B.	One unaltered, completed Request for Proposal cover page including an originally-signed Proponent Section. The person signing the form must be an authorized signatory for the company. This document is page one of this proposal package.
C.	The proposal must be in English and must not be sent by facsimile or e-mail.
D.	One hard copy of the proposal and one copy in pdf on flash drive
E.	The proponent must have a business office within 32 kilometres of Victoria, British Columbia, Canada.

- F. Attendance at Proponent meeting to be held at Suite 200 – 1627 Fort Street, Victoria, on Wednesday, September 6, 2017 at 1:00 p.m. Pacific Time.

### 13.2. Evaluation Criteria

Proponents who have satisfied all the Mandatory Criteria listed in Section 7.1 will be evaluated against the Evaluation Criteria detailed below.

Your proposal will be reviewed for completeness, suitability and match to requirements. Proposals will be evaluated and ranked based on the information provided within the proposal.

<b>Criterion</b>	<b>Points</b>
1. Approach, methodology and timeline.	20
2. Demonstrated ability to successfully manage projects of similar scope and size	20
3. Qualifications and experience of management and lead staff	20
4. Recent examples of office space design completed for other clients	20
5. Proposed Fees/Cost and Hourly Rate	20
<b>TOTAL</b>	<b>100</b>

### 13.3. Interview

After conducting an initial evaluation of the proposals, Islands Trust may select the top two candidates for an oral interview at a time and place to be announced. The interview would provide an opportunity for consideration of the firm's organization, staffing, presentation and communication skills, and/or other specific areas of the proposal. Candidates would also be evaluated on their experience in project management, office space design and planning. The proposed project leader must also be the lead person at the interview.



# Service Contract (General)

**THE ISLANDS TRUST COUNCIL**

(the "Trust Council") at the following address:  
 Suite 200 – 1627 Fort Street  
 Victoria, BC V8R 1H8  
 Ph: (250) 405-5151  
 Fax: (250) 405-5155

**Contract No:** XXXX-XXXX  
*Contract No MUST appear on all invoices*

**Project:** Enter the name of project

**Contractor:** Enter complete legal name of contractor

(the "Contractor") at the following address:  
 address

Ph: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Contract Initiator:** \_\_\_\_\_ **RFP Number (if applicable):** \_\_\_\_\_

**Account Coding:** \_\_\_\_\_

GIVEN THAT THE TRUST COUNCIL WISHES TO ENGAGE THE CONTRACTOR TO PROVIDE CERTAIN SERVICES TO THE TRUST COUNCIL AND THE CONTRACTOR WISHES TO CONTRACT WITH THE TRUST COUNCIL TO PROVIDE SUCH SERVICES TO THE TRUST COUNCIL, THIS AGREEMENT IS EVIDENCE THAT, IN CONSIDERATION OF THE PROMISES AND PAYMENTS HEREIN SET OUT, AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES), THE TRUST COUNCIL AND THE CONTRACTOR AGREE AS FOLLOWS:

**PART A – SERVICES**

(a) The Contractor will complete the following deliverables (the "Services"):

(b) **Term of Agreement** (the "Term"): **From:** ----- **To:** \_\_\_\_\_

**PART B – CONTRACT PRICE**

- (a) **Contract Price:** \$xxxx (not including GST)
- (b) **Fees:** N/A
- (c) **Rate:** N/A
- (d) **Expenses:** N/A
- (e) **Billing Date(s):** Monthly

The Contractor shall submit its invoices by email to [IslandsTrustAccountsPayable@islandstrust.bc.ca](mailto:IslandsTrustAccountsPayable@islandstrust.bc.ca).  
The Contractor shall NOT cc any employees on invoice submissions.

## **PART C – TERMS AND CONDITIONS**

The Contractor shall provide the Services in accordance with all terms and conditions set out in Schedule “A”.

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## **PART D – INSURANCE**

1. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, obtain and maintain during the Term the following insurance:
  - (a) comprehensive general liability insurance for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the provision of the Services in an amount of not less than \$2,000,000.00 per occurrence, or in such greater amount as may be required by the Trust Council from time to time, acting reasonably; and
  - (b) automobile liability insurance in an amount not less than \$2,000,000.00 providing third party liability and accident benefits insurance and automobile benefits insurance and automobile physical damage insurance including collision and comprehensive coverage, covering all automobiles and vehicles owned, rented or leased by the Contractor, that are required by law to be licensed.
2. The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the Trust Council and to:
  - (a) name the “Islands Trust Council” as additional insured;
  - (b) include that the Trust Council is protected notwithstanding any act, neglect, or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission, or negligence of any third party which is not within the knowledge or control of the insureds;
  - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
  - (d) be primary and non-contributing with respect to any policies carried by the Trust Council and shall provide that any coverage carried by the Trust Council is in excess coverage;
  - (e) not be cancelled or materially changed without the insurer providing the Trust Council with 30 days written notice stating when such cancellation or change is to be effective;
  - (f) be maintained for a period of 12 months after completion of the contract;
  - (g) policy deductible must be less than \$5,000.00 per occurrence and be evidenced on the certificate;
  - (h) include a cross liability clause; and
  - (i) be on other terms acceptable to the Trust Council, acting reasonably.
3. The Contractor shall provide the Trust Council with certificates of insurance confirming placement and maintenance of all required insurance prior to the commencement of the Term and promptly thereafter upon receiving a request to do so from the Trust Council.
4. The Contractor will (if applicable) provide evidence of Professional Errors & Omissions insurance, with a limit of not less than two million dollars (\$2,000,000) for all claims (in the aggregate). The policy shall cover all liability assumed by the Contractor under the terms of this agreement.
5. The Contractor will (if applicable) carry employer’s liability insurance and ensure that all of its workers are covered by Worksafe BC Insurance or any other similar legislative scheme in force in any jurisdiction where the services are preformed or provided.
6. Notwithstanding the foregoing, the Trust Council may, in the Trust Council’s sole discretion and upon request by the Contractor, exempt the Contractor from the requirements of this Part D (1) & (2) and agree to cover the Contractor under the Trust Council’s own comprehensive general liability insurance coverage, as it may extend to independent contractors.

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## **PART E – ADDITIONAL TERMS**

1. All digital information, content, reports, data, databases, graphics, maps, interfaces, texts, and files recorded, given, sent or transferred by the Trust Council to the Contractor via flash drive, e-mail or other method of transmission during the Term (collectively, the “Data”) is confidential in nature and the Contractor agrees to treat this data and information accordingly. The Trust Council grants the Contractor the limited non-exclusive license to use the Data for the Term for the performance of the Services. The Contractor agrees to not release any part of the Data to a third

party or grant access to any other organizations or persons. The Contractor shall not de-compile, disassemble, reverse engineer, copy or otherwise use the Data except as in accordance with this Agreement.

2. The Contractor indemnifies and saves harmless the Trust Council, its board members, officers, employees, agents, and assigns from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way, directly or indirectly arising the Contractor's use or failure to use the Data.
  3. The Contractor acknowledges and agrees to the following limited warranty and limitation on rights and remedies:
    - (a) the Trust Council provides the Data to the Contractor "as is," without warranty of any kind, express or implied, including but not limited to the implied warranties of accuracy, completeness, and fitness for any particular purpose with respect to the Data and any accompanying written materials and without any representations as to ownership of or copyright in the Data;
    - (b) in no event shall the Trust Council be liable to the Contractor or any other party for losses or damages, including any loss of profits, lost savings, injury to property, or other incidental or consequential damages arising out of the Data, including but not limited to financial losses from use of or reliance on Data, loss or corruption of Data, and computer viruses, or the Contractor's inability to use the Data, even if the Trust Council has been advised of the possibility of such damages; and
    - (c) the Contractor assumes and accepts all risks, damages and hazards in connection with the accuracy, completeness, results, performance, use or inability to use the Data.
  4. Upon completion of the project comprising the Services, the Contractor agrees to return all Data and remove all Data from the Contractor's information systems, except for one backup copy of the final product, unless otherwise required by Trust Council. This project is considered complete upon final acceptance of the Trust Council. At the time of invoicing the Contractor must sign a statement indicating that all Data has been returned and/or destroyed except for a backup copy of the final product that the Contractor may keep for future edits and archival purposes, unless Trust Council otherwise prohibits the keeping of such backup copy.
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#### **PART F – PRIVACY PROTECTION PROVISIONS**

Where the Privacy Protection Provisions are attached as Schedule "B", the Contractor shall be solely responsible for familiarizing itself with those provisions, and ensuring that the Contractor complies with the laws applicable to the collection and dissemination of information as outlined in Schedule "B", if any.

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#### **PART G – GLOBAL POSITIONING SYSTEM SPECIFICATIONS**

Where the Global Positioning System Specifications are attached as Schedule "C" the Contractor shall be solely responsible for familiarizing itself with those specifications, and ensuring that the deliverables meet the specifications as outlined.

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**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of enter date

**SIGNED AND DELIVERED** on behalf of The Islands Trust Council by an authorized representative of The Islands Trust Council

**SIGNED AND DELIVERED** by an authorized signatory of the Contractor

**THE ISLANDS TRUST COUNCIL**

**THE CONTRACTOR**

Signature of Authorized Representative

Signature of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Print Name of Authorized Representative and Date of

Print Name of Authorized Representative and Date of

execution below:

Name: Cindy Shelest – Director, Administrative Services

Date: \_\_\_\_\_

execution below:

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

Date: \_\_\_\_\_