



Islands Trust

Request for Proposals

Orthophotography Acquisition

Request for Proposals Number: RFP-2022.009

Issue date: March 28, 2022

Closing Time: Proposal must be received before 2 pm Pacific Time on April 14, 2022

THE ISLANDS TRUST CONTACT PERSON: All enquiries from proponents that are related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, **in writing**, 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 Island Trust. Enquiries will be received from proponents until **2 pm on April 12, 2022**.

Mark van Bakel

Islands Trust

Senior Technical Analyst

Email: mvanbakel@islandstrust.bc.ca

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in Section 2:

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as signature.

Email Submission: Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to procecon@gov.bc.ca in accordance with the instructions at Section 2.3 of this RFP.

Regardless of submission method, proposals must be received before Closing Time to be considered.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

PROPOSERS' MEETING:

A Proposer's meeting will not be held.

PROPOSER SECTION:

For **hard-copy proposals**, a person authorized to sign on behalf of the Proposer **must** complete and sign the Proposer 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 Proposer</i> <i>(and Doing Business As Name, if applicable):</i>
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proposer:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone or email address (if available):</i>

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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 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 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) "The 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 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 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 Harmonized Sales Tax (HST)

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.
- a) 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.
- b) 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

- b) 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.
- c) 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 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 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 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 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 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 Background and Overview

2.1 Islands Trust Background

The Islands Trust is a federation of local governments with a provincial mandate to preserve and protect the environment and unique amenities of the Trust Area. The Trust Area is comprised of the islands and waters between the BC Mainland and southern Vancouver Island, including Howe Sound and as far north as Comox. The Area contains 13 major islands and more than 450 smaller islands, and has a total population of 25,000. The *Islands Trust Act* sets out the object of the Trust:

"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."

Within the broader Islands Trust Area there are 12 local trust areas and one Island Municipality. Each local trust area has its own local trust committee made up of two locally elected trustees and an appointed chair. The chair is an elected trustee from a separate local trust area, who has also been elected by fellow trustees to sit on the Islands Trust Executive Committee. Each local trust committee is an incorporated, special purpose planning authority with statutory responsibility for regulating the development and use of land within its local trust area. The Islands Trust Act gives local trust committees similar powers for land use planning as are available to regional districts pursuant to Part 26 of the *Local Government Act*.

Please see the Islands Trust Website at <http://www.islandstrust.bc.ca/> for additional information.

2.2 Project Overview

Proposals are invited to **provide the Islands Trust with digital colour orthophoto images for Lasqueti Island local trust areas, as described by the area of interest (AOI), in Appendix A.**

2.3 Timeline

The following dates are relevant to this project:

Item	Responsibility	Date
RFP issued	Islands Trust	March 28, 2022
RFP submission deadline	Contractor	April 14, 2022, 2 pm
Contract award	Islands Trust	May 1, 2022 (estimated)
Final products delivery	Contractor	September 14, 2022

The Term of this contract will be from signing (May 2022) to September 30, 2022. The Term may be extended for one additional period of six (6) months, at the sole discretion of the Islands Trust.

The RFP submission must contain a proposed schedule that includes delivery dates for all project deliverables. Early delivery of partial products will be considered beneficial.

The flight is to take place as soon as possible while meeting the requirements outlined in this document. The latest acceptable flight date is May 31st, 2022.

2.4 Late Penalties

The penalty reflects a percentage of the total contract value which may be reduced, without affecting the scope of the deliverable products.

Delivery Date	Penalty
September 14-20, 2022	5%
September 21-27, 2022	10%
September 28 - October 4, 2022	15%
October 5-11, 2022	20%
October 12-18, 2022	25%

3 Project Requirements

All respondents to this RFP are required to request the Islands Trust's Vendor package which includes a shapefile for the AOI as shown in the map accompanying this RFP (Appendix A), from the contact on page 1 of this RFP.

3.1 Orthophotography

The submission should include in the RFP response the flight lines for the entire area, as well as the distance between each flight line.

Each map tile, as per 1:5000 BCGS grid, should contain full imagery where the AOI either fully or partially covers the map tile; clipping within tiles will not be accepted.

Minimum 35-degree sun angle.

Thin, high cloud preferred, minimizing shadows and potential for image overexposure.

Images to be delivered in uncompressed tif format with appropriate metadata present.

Delivery of data to be provided on portable hard drive provided by the contractor. Drives will be returned upon project completion.

Aerial images are to be in natural colour.

The contractor will be required to produce digital colour orthophoto images for the entire AOI in exactly 20 cm native pixel resolutions. Orthophoto files should not include overlap and must be precisely edge matched and contrast and tone balanced so as to appear to be a continuous photographic image over the entire AOI.

Upon completion of the aerial photography, and as soon as possible afterwards, the contractor will provide to the Islands Trust with one or more sample digital image(s) in raw tif format for overall image quality verification.

Due to the fact that much of this project area is within a coastal tidal environment, submissions must clearly indicate how potential glare or reflection from water will be minimized in the resultant orthophotography. Additionally, photo acquisition timing shall be as close to geodetic mean sea level as possible.

A schedule of significant events including both Islands Trust and contractor tasks, and details of the process to be used in each step of the production of each product, should be outlined in the project submission.

3.2 Digital Elevation Model (DEM)

DEM coverage is available from the LidarBC Open LiDAR Data Portal at:

<https://www.arcgis.com/home/item.html?id=c2967cee749b4bdbac5e7c62935ca167>

3.3 Control Points, Targeting and Triangulation

All mapping products will be delivered in NAD 83, UTM Zone 10N projection.

It is the responsibility of the contractor to locate and choose the control points to be targeted and identify possible additional points as required.

It is the responsibility of the contractor to provide all necessary targeting for this project.

Portable panels must either be removed by the contractor or constructed of biodegradable materials that will completely disintegrate in a short time after the photographs have been taken.

The contractor is to provide as a project deliverable the aerial triangulation statistics at the end of the project such as, but not necessarily limited to:

1. Aerial triangulation (A/T) report stating accuracies expected & achieved.
2. Exterior orientation parameters of each image adjusted in the A/T process.
3. Image or plate measurement file of each image adjusted in the A/T process.
4. Sorted A/T point output.
5. Camera calibration as used in A/T process.
6. Inner orientations of each image adjusted in the A/T process.
7. If aerial triangulation is automated (for example, Match-AT or ISAT), all project files are required.

3.4 Camera and Sensor Requirements

A digital camera is to be used for this project:

The acquisition of photos should be achieved using a large format digital camera (such as Intergraph DMC or Vexcel Ultra Cam) at a 20 cm resolution.

Tested, precision digital sensors designed for acquiring digital aerial imagery are required to meet contract data specifications. Sensor system output data must be compatible with precision stereoscopic mapping instruments, softcopy photogrammetric software, with mensuration procedures used in photogrammetric surveys and in preparing accurate orthoimagery. Only approved digital sensor systems which meet the requirements of these specifications, and as determined by appropriate sensor system documentation shall be used.

The camera used should have a current (less than three years old) calibration report. The calibration report must be included in the response to this RFP.

Valid calibration reports include ones produced by the original equipment manufacturers, USGS, or NRC. Inertial Measurement Unit (IMU) shall be capable of determining the absolute orientation (roll, pitch, yaw) and meet or exceed the following performance specification: Post Processed accuracy in roll, pitch, yaw: 20" (0.005 degrees) Post processed accuracy in heading"30".

Carrier-phase airborne multi-channel kinematic GPS (minimum L1 and L2 channels) shall be acquired and used along with IMU measurements in processing trajectories. Antenna should be positioned in a location near the camera to minimize lever arm length.

Tree and building lean, and intensity and quantity of sunlight reflection must be minimalized throughout the entire project area. Please state how this will be achieved.

Other Considerations:

1. Maximum GPS baseline not to exceed 30 km
2. Horizontal datum NAD83 CSRS 2002 Zone 10
3. Vertical datum CGVD2013
4. Geoid Model CGG2013

4 The contract

The successful proponent will be required to sign a service contract. Please see our service contract template attached to this request for proposal as Appendix B. Please review Part D for insurance requirements.

5 Proponent Response

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 unaltered and completed Request for Proposals cover page which is the first page of this RFP document
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) Provide firm name, address, contact, and include a statement of capability to complete the scope of work by the required date.
- e) Provide a list, qualifications and resumes of the proposed staff that will carry out the work.
- f) Provide detailed information on the methodology for data capture and compilation that will meet the requested deliverables.
- g) Provide the calibration report for the camera to be used as outlined in Section 4.4
- h) Provide a time schedule of the key work activities, milestones and deliverables in terms of weeks after a fully executed service contract is in place. We anticipate that the award for this assignment will be made

on or about April 16, 2018. The entire product must be delivered to the Islands Trust no later than September 14, 2018.

- i) Provide examples of at least 3 similar projects completed by your firm in the last 5 years. Provide a brief description of the project including dates and costs. Provide the name, address, telephone number, and email address of a current contact person for each referenced project.
- j) Provide a digital data sample from a recent project for evaluation. The sample should include datasets in TIFF format, provided on CD or DVD.
- k) Provide a detailed breakdown of costs to complete each item listed in Section 4.1 through 4.3. The detailed breakdown of costs must include all associated travel costs. Please do not include GST.

6 Price

Prices quoted will be deemed to be:

- a) in Canadian dollars;
- b) inclusive of duty, FOB destination, and delivery charges where applicable; and
- c) exclusive of any applicable taxes.

Response Guidelines for Price

1. Provide a firm, fixed, all-inclusive price for all services proposed. Islands Trust will not pay for any costs or expenses not included in the price, unless otherwise expressly provided. Provide cost details in alignment with the stages found in 3.3 Scope of Service

7 Evaluation

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

Islands Trust will consider the proposals according to the following criteria:

- the extent to which the proposal identifies an appropriate plan to meet the project requirements
- proposed cost, and the extent to which efforts are made to economize using previously gathered data (i.e. control).
- the Proponent's experience and demonstrated ability to deliver high quality data in a timely manner.

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Islands Trust's opinion, give rise to a conflict of interest.

7.1 Mandatory Criteria

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

MANDATORY CRITERIA
a) The proposal must be received at the closing location before the specified closing time.
b) The proposal must be in English.
c) The submission envelope must contain one (1) hard copy of the proposal and one (1) copy on portable media in pdf format.
d) The submission envelope must contain one unaltered, completed Request for Proposal cover page including an originally signed Proponent Section with the first copy. This document is page one of this RFP

7.2 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against desirable criteria. The proposal must meet minimum scoring as indicated in each section below in order to receive further consideration.

DESIRABLE CRITERIA	WEIGHT	MINIMUM
Company Experience and Capacity	15%	
Previous experience on projects involving orthophoto acquisitions	5	3
Relevant experience on similar projects/contracts, clearly identified in the proposal and substantiated by appropriate references	10	6
Suitability of Resources	25%	
Skill and experience of the proposed team members	15	9
Appropriate hardware specifications described in the proposal and relevant experience substantiated with references and digital data samples.	10	6
Approach	25%	
Technical approach to providing the fixed service	15	9
Quality control and assurance management plan	5	3
Demonstrated understanding of contract requirements	3	
Contract management approach	1	
Risk management strategy	1	
Total Pricing	35%	

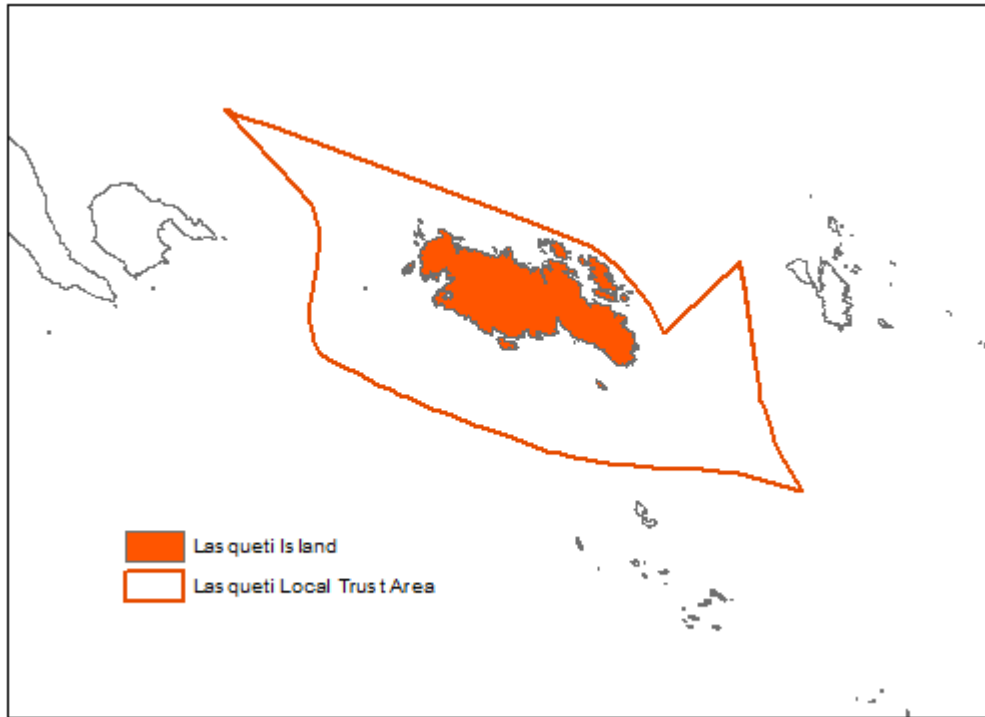
The Islands Trust will provide a notice in writing to each Proponent when the selection process is complete.

7.3 Price Evaluation

Price will be evaluated using the following formula:

$(\text{Lowest price}/\text{your price}) * \text{points available}$

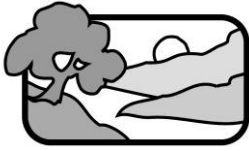
8 Appendix A - Lasqueti Island Orthophoto Area of Interest



9 Appendix B

Date

Service Contract (General)



Islands Trust

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: Included in Contract Price

(e) Billing Date(s): Monthly

The Contractor shall submit its invoices by email to AccountsPayable@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”.

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.

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.

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 execution
below:

Print Name of Authorized Representative and Date of execution
below:

Name: Julia Mobbs – Director, Administrative Services

Name: _____

Date: _____

Date: _____

SCHEDULE "A"

TERMS AND CONDITIONS

CONTRACTOR OBLIGATIONS

1. The Contractor will:
 - (a) notwithstanding the date of the execution and delivery of this Agreement, provide the Services during the Term, both as defined in Part A, at the Contract Price established in Part B, and in accordance with the terms and conditions set out in this Agreement;
 - (b) supply all labour, materials and approvals necessary to provide the Services at its own expense;
 - (c) upon request of the Trust Council, fully inform the Trust Council of the work done by the Contractor in connection with the provision of the Services and permit the Trust Council at all times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material (collectively the "Material"), whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this Agreement;
 - (d) comply with all applicable municipal, provincial and federal laws;
 - (e) not assign this Agreement, nor subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the Trust Council. No subcontract will relieve the Contractor from any of its obligations under this Agreement;
 - (f) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services;
 - (g) at all times treat as confidential all information or material supplied to or obtained by the Contractor or its subcontractors as a result of this Agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Trust Council;
 - (h) not provide any services for any other person or corporation which, in the reasonable opinion of the Trust Council, may give rise to conflict of interest;
 - (i) be an independent contractor and not the servant, employee or agent of the Trust Council;
 - (j) ensure that all persons employed by it in connection with the provision of the Services are competent to perform them, adequately trained, fully instructed and supervised;
 - (k) accept instructions from the Trust Council with respect to the Services provided that the Contractor will not be subject to the control of the Trust Council in respect of the manner in which such instructions are carried out except as specified in this Agreement;
 - (l) ensure that all personnel hired by the Contractor to provide the Services will be the employees of the Contractor and not the Trust Council;
 - (m) not in any manner whatsoever commit or purport to commit the Trust Council to the payment of any money except pursuant to this Agreement;
 - (n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the Trust Council;
 - (o) indemnify and save harmless the Trust Council, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Trust Council may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or sub-contractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Trust Council;
 - (p) during the Term, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Part D of this Agreement, as amended from time to time in accordance with directions of the Trust Council; and
 - (q) make application for, obtain and remit to the Trust Council any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this Agreement; and
 - (r) be solely responsible for familiarizing itself, and ensuring that it complies, with the laws applicable to the collection and dissemination of information as outlined in Schedule "B", if any.

THE CONTRACT PRICE

2. In no event will the fees and expenses payable to the Contractor in respect of the Services exceed, in the aggregate, the amount, the Contract Price.
3. Fees will be based on the rate set out in Part B of this Agreement as the "Rate".
4. The Contractor will submit written statements of account to the Trust Council commencing no sooner than the date set out in Part B as the "Billing Date" and thereafter as specified in Part B of this Agreement.

TRUST COUNCIL OBLIGATIONS

5. The Trust Council will:
 - (a) subject to the terms of this Agreement, pay to the Contractor the Contract Price in full payment and reimbursement for providing the Services based on the fees and expenses set out in Part B of this Agreement, and the Contractor will accept the same as full payment and reimbursement as aforesaid;
 - (b) at its discretion, hold back from the Contract Price, sufficient monies to indemnify the Trust Council completely against any lien or claim of lien arising in connection with the provision of the Services; and
 - (c) make available to the Contractor all available information considered by the Trust Council to be pertinent to the provision of the Services.

TERMINATION

6. In the event of a substantial failure of a party to comply with the provisions of this Agreement, this Agreement may be terminated by the other party on 5 days written notice.
7. The Trust Council may, in its sole discretion, terminate this Agreement on 10 days written notice and the payment of funds required to be made pursuant to section 8 will discharge the Trust Council of all of its liability to the Contractor under this Agreement.
8. Where this Agreement is terminated before 100% completion of the Services, the Trust Council will, subject to section 7, pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Trust Council prior to termination.
9. Where the Contractor fails to comply with the provisions of this Agreement, the Trust Council may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL

10. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
11. Time will be of the essence of this Agreement.
12. Any notice required to be given hereunder will be delivered by hand or mailed by prepaid registered mail to the addresses on the reverse of this Agreement (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice mailed will be deemed to be received 48 hours after mailing.
13. This Agreement will be binding upon the Trust Council and its assigns and the Contractor, its successors and permitted assigns.
14. A waiver of any provision or breach by the Contractor of this Agreement will be effective only if it is in writing and signed by the Trust Council and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
15. The Material and any other property provided by the Trust Council to the Contractor or subcontractor will:
 - (a) be the exclusive property of the Trust Council; and

(b) be delivered by the Contractor to the Trust Council immediately upon the Trust Council giving notice of such request to the Contractor.

16. The copyright in the Material will belong at all times exclusively to the Trust Council and the Contractor hereby assigns to the Trust Council its copyright in all Material produced or provided by the Contractor under this Agreement.
17. The Schedules to this Agreement (including this Schedule "A") form an integral part of this Agreement. Unless the context otherwise requires, any reference to "this Agreement" means the instrument and all of the Schedules attached to it and all documents, manuals or publications referenced in the Schedules and any reference in this Agreement to any Part, section, subsection or paragraph by number is a reference to the appropriate article, section, subsection or paragraph in this Agreement.
18. Where the Contractor is a corporation the Contractor hereby represents and warrants to the Trust Council that the signatory has been duly authorized by the Contractor to enter into this Agreement without corporate seal on behalf of the corporation.
19. No amendment or modification to this Agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
20. This Agreement, and any amendment made pursuant to section 19, constitutes the entire agreement between the parties.
21. Sections 1 (c), (h), (i), (o), (q), and 16 of this Schedule "A" will, notwithstanding the expiration or earlier determination of the Term, remain and continue in full force and effect.