



Islands Trust

## **Request for Proposals No. RFP2025.003**

### ***Trustee Remuneration Policy Review***

**Issued: October 31, 2025**

#### **Closing Date and Time:**

Proposals must be received before 2:00PM Pacific Time  
on: **November 24, 2025**

#### **Contact:**

Questions are to be directed (at least 24 hrs before the closing time) to:

Email: [procecon@gov.bc.ca](mailto:procecon@gov.bc.ca)



## Request for Proposals

Ministry: ISLANDS TRUST | RFP Number: RFP2025.003

Issue date: October 31, 2025

**Closing Time:** Proposals must be received **before 2:00 PM Pacific Time on: November 24, 2025**

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**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 2.2:

***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](http://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](mailto: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.**

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**CONFIRMATION OF PROPONENT’S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (please print): \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE (please print): \_\_\_\_\_

A Proponents' meeting **will not** be held.

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# 1 SUMMARY OF THE REQUEST

Islands Trust is soliciting submissions from qualified firms or individuals to conduct a comprehensive review of elected official (Trustee) remuneration. The scope will include evaluating current compensation levels, analyzing the methodology used to establish these values, and reviewing the framework for determining future remuneration adjustments.

This work must be completed by **February 17, 2026** consistent with the Scope of Services identified in this RFP. The expected range for this project is \$6,000 to \$10,000 CAN.

<b>Milestones</b>	<b>Schedule</b>
RFP closing date	November 24, 2025
Award Contract	December 1, 2025
Kick off meetings(s)	December 9, 2025
Project development and implementation	December 8, 2025 – January 30, 2026
Draft deliverables due	January 23, 2026
Final deliverables due	February 6, 2026
Presentation of final report (virtual meeting)	February 17, 2026
Contract ends	February 28, 2026

Further details related to the scope and requirements of this opportunity can be found within this RFP.

## 2 RFP PROCESS RULES

### 2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP including amendments to the RFP;

“**BC Bid**” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

“**Closing Location**” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

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

“**Contract**” means the written agreement resulting from the RFP executed by the Province and the successful Proponent;

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the Province;

“**Government Contact**” means the individual named as the contact person for the Province in the RFP;

“**Government Electronic Mail System**” or “**GEMS**” means the electronic mail system of the Province;

“**Ministry**” means the Islands Trust.

“**must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration;

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

“**proposal**” means a written response to the RFP that is submitted by a Proponent;

“**Province**” means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry and Islands Trust;

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

“**should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the Request for Proposals; and

“**Tax Verification Letter**” means a letter issued by the Province’s Ministry of Finance to verify that a Proponent meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations, which may be required to be produced by a Proponent as a

condition of Contract finalization, as described in Section 2.29.

### 2.2 Acceptance of Terms and Conditions

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

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

### 2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Province receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);
  - (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order

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and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");

- (iv) For email proposal submissions sent through multiple emails the Province reserves the right to seek clarification or reject the proposal if the Province is unable to determine what documents constitute the complete proposal;
- (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Province may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) The Province strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- g) While the Province may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing

Time. If the Government Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Government Contact immediately to arrange for an alternative submission method if:

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

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

### 2.4 Additional Information

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

### 2.5 Late Proposals

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

### 2.6 Proposal Validity

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

### 2.7 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

### 2.8 Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

### 2.9 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the Province for purposes of clarification.

### 2.10 Conflict of Interest/No Lobbying

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Province, including members of the evaluation committee and any elected officials of the Province, or with the media, may result in disqualification of the Proponent.

### 2.11 Subcontractors

- a) Unless the RFP states otherwise, the Province will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Province will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Province.

### 2.12 Evaluation

- a) Proposals will be assessed in accordance with the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent. The Province is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

## 2.13 Contract

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the Province, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## 2.14 Contract Finalization Delay

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

## 2.15 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Province.

## 2.16 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the Province, if any. The Province will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## 2.17 Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any

claim for loss of profits if no Contract is made with the Proponent.

## 2.18 Liability for Errors

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

## 2.19 No Commitment to Award

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

## 2.20 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## 2.21 Legal Entities

The Province reserves the right in its sole discretion to:

- a) disqualify a proposal if the Province is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the Province that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the Province that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the Province's satisfaction.

## 2.22 Reservation of Rights

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

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;

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

### 2.23 Ownership of Proposals

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

### 2.24 Copyright

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

### 2.25 Confidentiality Agreement

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

### 2.26 Alternative Solutions

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

### 2.27 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents should specify that the personal information may be forwarded to the Province for the purposes of responding to the RFP and used by the Province for the purposes set out in the RFP. The Province 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 Province.

### 2.28 Trade Agreements

This RFP is covered by the following trade agreements:

- a) Trade, Investment and Labour Mobility Agreement;
- b) New West Partnership Trade Agreement;
- c) Canadian Free Trade Agreement;

For more information, Proponents may contact the Government Contact.

### 2.29 Tax Verification Letter

- a) As a condition of Contract finalization as described in Section 2.14, the successful Proponent (or any successor to that Proponent) will be required to provide the Ministry with a valid Tax Verification Letter, unless an exception applies as described below. If a Proponent is not able to produce the required Tax Verification Letter during Contract finalization, then the Province will be entitled to terminate discussions with that Proponent and proceed as described in Section 2.14.
- b) A Tax Verification Letter will not be required if:
  - (i) the Contract is valued at *less than* CAN\$100,000, including all fees, expenses and all options to extend or renew the Contract; or
  - (ii) the Contract is in relation to a government transfer as described in Chapter 21 of the Province's Core Policy and Procedures Manual.

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- c) If a Tax Verification Letter is required, the Contract will contain, in addition to all other applicable schedules, a schedule that describes the Tax Verification Letter requirements of the Contract.

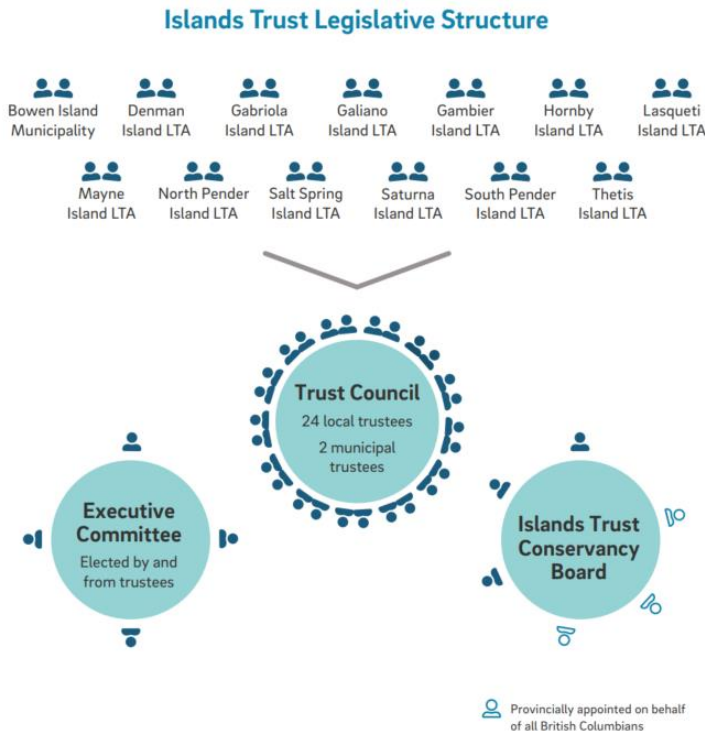
## 3 OVERVIEW

### 3.1 Islands Trust

The Islands Trust Area covers 5,200 square kilometres and includes 13 major islands and over 450 smaller islands. The region is home to 26,000 residents, 10,000 non-resident property owners and is the homeland of over 28,000 Coast Salish Peoples. Islands Trust Council is committed to reconciliation and acknowledges that the Trust Area is located within the treaty lands and territories of the BOKÉĆEN, K'ómoks, Lək ʷəŋən, Lyackson, MÁLEXEŁ, Qualicum, Quw'utsun Tribes, scəwəθən məsteyəxʷ, Scia'new, səliilwətaʔt, SEMYOME, shíshálh, Skw̓wú7mesh, Snaw-naw-as, Snuneymuxw, Spune'luxutth, SÁÁUTW, Stz'uminus, ʔəʔəmen, toq qaymıxʷ, Ts'uubaa-asatx, Wei Wai Kum, We Wai Kai, WJOŁEŁP, WSIKEM, Xeláitxw, Xwémalhkwu/ʔop qaymıxʷ, and xʷməθkʷəy̓əm First Nations. These Nations had and still have village sites, cultural areas, and spiritual areas in the lands and waters comprising the Trust Area.

The mandate of Islands Trust is *“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, in cooperation with municipalities, regional districts, improvement districts, other persons and organizations, and the government of British Columbia”* (Islands Trust Act). The Trust Area features spectacular beauty, extensive archaeological and culturally important sites, and some of the worlds most endangered and biodiverse ecosystems.

Across the Trust Area, there are thirteen local trust areas and Bowen Island Municipality. Every four years, island residents elect two trustees to represent them on their local trust committee / Bowen Island Municipal Council and the regional Islands Trust Council. Local trust committees and Bowen Island Municipality make decisions about local land use planning and regulation. As a regional body, Trust Council acts on matters that affect the entire Islands Trust Area, including setting the annual budget; creating and monitoring a Trust-wide Strategic Plan; implementing and amending the Islands Trust Policy Statement; advocating on issues important to the entire region; and engaging with First Nations and other governments, agencies, and organizations to preserve and protect the Trust Area for future generations. Official community plans and land use bylaws in the Trust Area have a strong emphasis on preserving and protecting the unique amenities and environment of the region.



For more information on Islands Trust, please visit: <https://islandstrust.bc.ca/about-us/>

### 3.2 Summary

The Islands Trust Council’s [Policy on Trustee Remuneration](#) establishes the basis for determining trustee remuneration, sets current remuneration values, and outlines the methodology for calculating future remuneration increases, among other related matters. The basis for remuneration, remuneration values, and the methodology for determining periodic increases have not been comprehensively reviewed since 2010.

In 2022, an internal review of the *Policy on Trustee Remuneration* was conducted against the Union of BC Municipalities’ [‘Council & Board Remuneration Guide’](#). This review identified several recommendations for policy amendments, including the need to conduct formal remuneration reviews at regular intervals.

Trustee elections are scheduled for October 17, 2026. In keeping with best practices, any adjustments to trustee remuneration should be approved by the outgoing Trust Council, with changes taking effect at the beginning of the new Council term on November 12, 2026. Accordingly, this is an opportune time to undertake a comprehensive review of trustee remuneration levels, the methodologies that support them, and the approach used for determining future adjustments.

### 3.3 Scope of Services

The Scope of Services for this contract includes:

- **Review of Remuneration Framework:**  
Assess the basis for trustee remuneration as outlined in the [Policy on Trustee Remuneration](#) to ensure its soundness, fairness, and continued applicability.
- **Review of Current Remuneration Values:**  
Evaluate current trustee remuneration levels and provide recommendations for amendments, if appropriate. This review may include:
  - Gaining an understanding of the workload and responsibilities associated with the various roles Trustees perform, including participation on local trust committees, Trust Council, Executive Committee, Islands Trust Conservancy Board, and Council Committees. This understanding may be informed through interviews or an electronic survey of current trustees.
  - Comparing current trustee remuneration to that of other elected or board positions with comparable workloads, and responsibilities.
- **Review of Methodology for Future Increases:**  
Examine the existing methodology used to determine future remuneration adjustments and assess its suitability and alignment with best practices.
- **Reporting:**  
Prepare and present a written report to Trust Council's Governance Committee, detailing the process undertaken, key findings, and recommendations regarding the basis for remuneration, remuneration values, and the methodologies for future adjustments, as applicable.

Note: Any deliverables not identified in this RFP that the Consultants will also provide to the Islands Trust should be listed in their Consultants application. Progress reports with due dates to be determined at inaugural meetings.

Islands Trust is committed to reconciliation and is working to implement the Truth and Reconciliation Commission's (TRC) Calls to Action. Contractors should be aware that approaches and materials that they provide must adhere to the TRC Calls to Action, specifically Call to Action #47 which states: *"We call upon federal, provincial, territorial, and municipal governments to repudiate concepts used to justify European sovereignty over Indigenous peoples and lands, such as the Doctrine of Discovery and terra nullius, and to reform those laws, government policies, and litigation strategies that continue to rely on such concepts"*. Contractors must work closely with Islands Trust staff to ensure that processes and materials align with the [TRC Calls to Action](#) and the [Islands Trust Reconciliation Declaration](#), follow guidelines for cultural safety, and acknowledge and recognize the treaty and territorial areas of First Nations and Indigenous communities in which they are working.

## 4 CONTRACT

### 4.1 Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in Appendix A, including the Schedules.

The term of the contract is expected to be from December 1, 2025 – February 28, 2025. At the sole discretion of Islands Trust, this term may be extended for a period of an additional six months, subject to funding availability and satisfactory Contractor performance.

### 4.2 Service Requirements

The Contractor's responsibilities will include the following:

**a) Project Initiation and Orientation**

- Participate in a virtual kickoff meeting with Islands Trust staff to confirm project scope, timelines, and deliverables, and to gain an understanding of the current interpretation and implementation of the Trust Council's *Policy on Trustee Remuneration*.

**b) Trustee Engagement**

- Develop and conduct electronic survey with trustees to gain insight into the scope, workload, and responsibilities associated with their various roles as elected officials within the Islands Trust (including local trust committees, Trust Council, Executive Committee, and Council Committees).

**c) External Research and Benchmarking**

- Comparison of trustee remuneration against other councils and/or boards remuneration with similar duties and responsibility levels to inform recommendations.

**d) Progress Review and Draft Findings**

- Hold virtual check-in meetings with staff, as needed, to discuss progress, review preliminary findings, and present the draft review report for feedback and validation.

**e) Final Reporting and Presentation**

- Prepare final report of findings and recommendations, and prepare and deliver a virtual presentation of the final review findings and recommendations to the Islands Trust Council's Governance Committee.

### 4.3 Related Documents

The following documents will be **provided to the Consultant** by Islands Trust for information. These include:

1. 2010 Report on Proposed Trustee Remuneration (James R. Craven and Associates), including backgrounder document.

## Request for Proposals No. RFP2025.003 - Trustee Remuneration Review

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2. 2022 Islands Trust internal review of Trust Council's *Policy on Trustee Remuneration* against the Union of BC Municipalities' *Council & Board Remuneration Guide*.
3. Islands Trust Council's [Policy on Trustee Remuneration](#)

### **Privacy and Confidentiality**

The Contractor agrees to collect, use, disclose, and store all personal information obtained in the course of providing services under this Agreement in full compliance with the *Freedom of Information and Protection of Privacy Act* (British Columbia). The Contractor shall protect such information against unauthorized access, use, disclosure, or destruction and shall immediately notify the Public Body of any actual or suspected breach of privacy.

## **5 REQUIREMENTS**

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province’s expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

### **5.1 Capabilities**

#### **5.1.1 RELEVANT EXPERIENCE:**

Organizational experience:

- The proponent and any subcontractors of the proponent included in its proposal should have a minimum of three or more years’ experience within the past five years in delivering services of a similar scope and complexity.

Key Personnel:

- Provide curriculum vitae of key project team members, reasons why they were selected for this project, and how they will add value to the project
- Identify any staff with degrees and certifications

Examples:

- Provide two to four examples of programs the proponent has completed within the past seven years (as of the closing date of the RFP) that have been on a similar scale, including an overview of the controls that were embedded into the processes

#### **5.1.2 REFERENCES**

Proponents should provide a minimum of three references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent’s own organization or from named subcontractors are not acceptable.

Islands Trust may in its sole discretion, but is under no obligation to, check Proponent and

subcontractor references without first notifying the Proponent or its subcontractors. The Province reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Province or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to Islands Trust reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the Province in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

**Response Guidelines for Capabilities**

1. Name a contact person for the Proponent, and include this person's address, phone and fax numbers, and email address. This information will not be evaluated, but will be used to contact the Proponent as required.
2. Provide evidence to support the requirements identified in section 5.1.1 above.
3. Provide a minimum of three references specific to the experience cited, each of which includes a contact name, phone number and email address.
4. Provide resumes of each of the key resources being proposed. The resumes should clearly indicate how the key resources meet the requirements identified in this RFP.

## **5.2 Approach**

### **5.2.1 PROJECT MANAGEMENT AND TIMELINES**

The project will be managed at the macro level by the Director, Finance and Employee Services (the Director). The proponent will be responsible for managing the work as outlined in this contract, and reporting to the Director in case of delays or issues.

### **5.2.2 KICK-OFF MEETING**

A virtual kick-off meeting between the proponent and the Director, and other staff as the Director deems appropriate will be held on December 9, 2025. The purpose of this is to go over the deliverables, methodology, and timelines, and share information on prior reviews of Trustee remuneration.

### **5.2.3 RESEARCH AND SURVEY**

Mid-December to mid-January undertake research on small local government and regional districts in the area to benchmark remuneration rates and practices. Develop and administer an on-line survey of all 26 trustees to solicit feedback on roles, responsibilities, and workload. Compile and interpret the results to inform recommendations. Review existing Trust Council policy on trustee remuneration.

**5.2.4 OPTIONS AND RECOMMENDATIONS**

Mid-January to end of January - develop professional options and make recommendations for amendments to Trust Council's remuneration policy. This should include an assessment of the methodology, the actual remuneration values, and the methodology for considering annual adjustments to the remuneration.

**5.2.5 DRAFT AND FINAL REPORTS**

- A draft of the report should be provided to the Director by January 23, 2026.
- A final report suitable for review by the governing body in open-meeting should be provided to the Director by February 6, 2026.
- A presentation made over a zoom connection is to be provided to the Governance Committee (a sub-committee of elected officials from Trust Council) on February 17, 2026.

**5.3 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) inclusive of PST (where applicable); exclusive of GST.

**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.
2. Provide a breakdown of the key resources and budgeted time for each of these phases of the projet:
  - a) planning
  - b) field work
  - c) reporting

## **6 PROPOSAL FORMAT**

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

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) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (two – three page) summary of the key features of the proposal and project team and how they work with clients.
- d) The body of the proposal, including pricing, i.e. the “Proponent Response”.
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 7 EVALUATION

Evaluation of proposals will be by a committee formed by Islands Trust and may include employees and contractors of the Province and other appropriate participants.

The Islands Trust's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

### 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.

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.
The proposal must either (1) include a copy of the cover 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 2.2.

### 7.2 Weighted Criteria

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

<b>Weighted Criteria</b>	<b>Weight</b>
Capabilities (section 5.1)	30
Approach (section 5.2)	20
Timeline	30
Price (section 5. 3)	20
<b>TOTAL</b>	<b>100</b>

## 7.3 Price Evaluation

Price will be evaluated using the following formula:

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

## **Appendix A – Islands Trust Contract Template**

See separate document.



Islands Trust

# Service Contract (General)

**THE ISLANDS TRUST COUNCIL**

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

**Contract No:** XXXXXXXXXX  
*Contract Number MUST appear on all invoices*

**Project:** XXXXXXXXXXXXXXXXXXXX

**Contractor:** XXXXXXXXXXXXXXXXXXXX

(the "Contractor") at the following address:

Phone:  
Email:

**Contract Initiator:** XXXXXXXXXXXXXXXXXXXX

**Procurement Process Number (if applicable):**

**Account Coding:** XXXXXXXXXXXXXXXXXXXX

**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:** XXXXXXXXXXXX **To:** XXXXXXXXXXXXXXXXXXXX

**PART B – CONTRACT PRICE**

(a) **Contract Price:** \$XXXXXXXXXXXXXXXX (not including GST)

**(b) Fees:** N/A

**(c) Rate:** Fixed Price

**(d) Expenses:** Included in Contract Price

**(e) Billing Date(s):** as work completed

**The Contractor shall submit all invoices detailing deliverables completed by email to [AccountsPayable@islandstrust.bc.ca](mailto:AccountsPayable@islandstrust.bc.ca).**

**The Contractor shall NOT cc any employees on invoice submissions.**

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### **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;
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 (\$1,000,000) 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 performed or provided.

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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.

**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.

**PART H – ISLANDS TRUST IDENTITY GUIDE OR ISLANDS TRUST CONSERVANCY VISUAL STYLE GUIDE**

Where the Islands Trust Identity Guide or Islands Trust Conservancy Visual Style Guide is attached as Schedule “D” the Contractor shall be solely responsible for familiarizing itself with the requirements, and ensuring that the deliverables meet the principles as outlined.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of xxxxxxxxxxxxxx.

**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**

Signature of Authorized Representative

\_\_\_\_\_

Print Name of Authorized Representative and Date of execution  
below:

Name: Insert name and title of relevant signatory

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

**THE CONTRACTOR**

Signature of Authorized Representative

\_\_\_\_\_

Print Name of Authorized Representative and Date of execution  
below:

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

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, which shall not be unreasonably withheld. 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 physical mail or electronic 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), any such notice physically mailed will be deemed to be received 48 hours after mailing. Any such notice sent via electronic mail will be deemed to be received upon emailed response from the recipient.
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.

## SCHEDULE "B"

### PRIVACY PROTECTION PROVISIONS

#### Definitions

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

#### Purpose

2. The purpose of this Schedule "B" is to:
  - (a) enable the Trust Council to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

#### Collection of personal information

3. Unless the Agreement otherwise specifies or the Trust Council otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Trust Council otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Trust Council otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Trust Council to answer questions about the Contractor's collection of personal information.

#### Accuracy of personal information

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

#### Requests for access to personal information

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

#### Correction of personal information

8. Within 5 business days of receiving a written direction from the Trust Council correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Trust Council must advise the Contractor of the date the correction request to which the direction relates was received by the Trust Council in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Trust Council, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Trust Council, the Contractor must promptly advise the person to make the request to the Trust Council and, if the Trust Council has advised the Contractor of the name or title and contact information of an official of the Trust Council to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### Protection of personal information

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

#### Storage and access to personal information

13. Unless the Trust Council otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### Retention of personal information

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

#### Use of personal information

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

#### Disclosure of personal information

16. Unless the Trust Council otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Trust Council if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Trust Council otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### Notice of foreign demands for disclosure

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

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

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

#### Notice of unauthorized disclosure

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

#### Inspection of personal information

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

#### Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Trust Council under this Schedule "B".
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### Notice of non-compliance

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

#### Termination of Agreement

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

#### Interpretation

25. In this Schedule "B", references to sections by number are to sections of this Schedule "B" unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule "B" includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule "B" will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Trust Council under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner

under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule "B" despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

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