



Request for Proposals
Eelgrass Mapping

Request for Proposals Number: RFP-2021.004

Issue date: May 19, 2021

Closing Time: Proposal must be received by 2:00 pm Pacific Time on Thursday, June 17, 2021 (REVISED)

THE ISLANDS TRUST CONTACT PERSON: All enquiries from proponents that are related to this Request for Proposals, including any requests for information and clarification, are to be directed, **in writing only**, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the option of the Islands Trust. Proponents may e-mail enquiries **until 12:00 noon on June 7, 2021 to David Marlor, Director of Local Planning Services at dmarlor@islandstrust.bc.ca**

Proposals will only be accepted by email **only to** the Islands Trust employee indicated below by the closing time.

Email Subject line: RFP-2021.004 Eelgrass Mapping
procecon@gov.bc.ca

Submission must contain 2 separate documents as indicated in this RFP:

- Your Proposal – not including any costing information
- Costing document
-

PROPONENT SECTION:

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

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

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

1. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

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

2. Terms and Conditions

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

3. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

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

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

4. Eligibility

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

5. Evaluation

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

6. Negotiation Delay

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

7. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Islands Trust.

8. Alternative Solutions

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

9. Changes to Proposals

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

10. Proponents' Expenses

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

11. Limitation of Damages

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

12. Proposal Validity

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

13. Firm Pricing

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

14. Currency and Taxes

Prices quoted are to be:

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

15. Completeness of Proposal

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

16. Sub-Contracting

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

17. Acceptance of Proposals

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

18. Definition of Contract

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

19. Contract

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

20. Liability for Errors

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

20. Additional Information

All addenda/amendments will be posted on the Islands Trust website and on BC Bid. It is the sole responsibility of the Proponent to check for addenda/amendments on our website or BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of addenda/amendments.

21. Modification of Terms

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

22. Ownership of Proposals

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

23. Use of Request for Proposals

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

24. Reciprocity

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

25. No Lobbying

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

26. Collection and Use of Personal Information

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

27. Confidentiality of Information

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

3. Background

The Islands Trust and the Islands Trust Conservancy are working to advance eelgrass protection throughout the Islands Trust Area. To support this goal the Islands Trust Strategic plan outlines the preservation and protection of the marine ecosystem through mapping the extent of eelgrass and kelp beds throughout the Trust Area as one of its top priorities.

Eelgrass (*Zostera marina*) meadows provide critical habitat for over 80% of commercially important fish and shellfish species, are essential to the survival of all species of salmon along our coast, help to mitigate climate change by sequestering carbon, and contribute to shoreline stability and nutrient cycling, among other roles that support biodiversity and provide ecosystem services.

Accurate mapping and data analysis provides evidence that underpins policy, regulatory, and legal conservation tools. Eelgrass mapping can be used to define areas for protection through a variety of land use planning tools that regulate shoreline development (e.g. zoning and development permit areas), and to help focus conservation efforts and guide restoration of damaged eelgrass meadows. The Islands Trust is seeking to update and complete mapping of the extent of eelgrass throughout the Islands Trust Area.

Between 2012 and 2014, eelgrass habitats was mapped along shorelines throughout the Islands Trust Area. This mapping is a linear inventory of presence or absence of eelgrass. Other than for Mayne and Bowen Islands, we do not have mapping of outer and shoreward edges of each eelgrass bed and are therefore unable to determine the full extent of the eelgrass beds.

4. Objective

The objectives of this multi-year project are to inventory, assess, and map the full extent of eelgrass beds (full polygon) on all islands and islets throughout the Islands Trust Area. Project deliverables will become part of a publicly available data set and will be used in development of Official Community Plans, Land Use Bylaws, and in public consultation processes for land use planning.

Proponents are requested to provide pricing for each local trust area (see the full extent of local trust areas on the attached Map in Appendix C as indicated by the pricing matrix provided in Appendix B). The Islands Trust will review and enter into a contract with the successful proponent for the mapping of those local trust areas that are within available budget for this fiscal year (April 1, 2021 to March 31, 2022). Additional work, in future fiscal periods, will be conditional on the satisfactory completion of Phase one (1), the review and approval of the work plan, the availability of funding, and successful negotiation of a contract. If not approved, the Islands Trust may use the information to acquire the services from the marketplace. If the Islands Trust goes out to the marketplace for the services, the Contractor will be unable to submit a response to the opportunity.

5. Deliverables

Eelgrass beds will be mapped according to the “Methods for Mapping and Monitoring eelgrass Habitat in British Columbia” developed by Precision Identification Biological Consultants on behalf of the Canadian Wildlife Service, Environment Canada (Draft 4, Dec 2002, available through the Community Mapping Network at <https://www.cmnbc.ca/wp-content/uploads/2018/11/Methods-for-Mapping-and-Monitoring-Eelgrass-Habitat-in-British-Columbia-2002.pdf>). All islands should be completed to the Level 1 standard and associated data forms completed for each identified eelgrass bed. Depending on methods proposed by the contractor, Islands Trust may accept adjustments to the methodology based on the addendum in Appendix A.

The following represents the deliverables for this project

- a. Digital mapping of the identified eelgrass beds, using Appendix A, Schedule C for Global Positioning System Specifications as attached to the service contract in . Mapping will be submitted in the following format:
 - i. Eelgrass bed locations identified as polygons adjacent to the shoreline where present;
 - ii. .shp files compatible with ArcGIS software (see Appendix D for format). The contractor must discuss the format of the mapping with the Islands Trust GIS Coordinator and submit it to the standard described by the GIS Coordinator; and,
 - iii. Metadata describing the method of data collection and standards used.
- b. All associated data forms completed for the mapping.
- c. A final report including:
 - i. Brief introduction;
 - ii. Methods used to map Eelgrass beds;
 - iii. Inventory findings detailing the results for each of the local trust areas;
 - iv. Maps of Eelgrass beds for all islands and islets within the identified local trust areas, showing:
 1. Area of eelgrass bed;
 2. Eelgrass distribution (continuous or patchy)
 3. Eelgrass form (e.g., fringing or flat)
 - v. Survey limitations including limitations identified generally during fieldwork;
 - vi. Threats to eelgrass habitats, detailing any threats observed in the study area and noting threats for any particular island;
 - vii. A section relevant to all mapped islands, to be placed at the discretion of the Contractor, describing known prior eelgrass mapping (e.g., from the Community Mapping Network, Parks Canada, and other prior knowledge).

The successful proponent will provide the final report as .pdf and .doc/.docx files.

The Islands Trust will review the draft data and report and may request edits. To accommodate this process, the draft report and data will be submitted on or before February 28, 2022 . All final deliverables to be submitted on or before March 31, 2022.

Islands Trust has the following data layers and will provide them to the successful proponent in a compatible format for ArcGIS software (e.g. as .shp files):

- Orthophotos
- Shore Zone Mapping and Sensitive Ecosystem Mapping
- Cadastral boundaries
- Marine Parks and Protected Areas
- Shoreline Land use designations and zoning
- Existing Islands Trust eelgrass mapping

The successful proponent will be required to assess and map eelgrass beds with costs broken down by local trust area as outlined in Appendix B. The proposal should include separate costs for inventory & mapping of each the following areas:

- o Thormanby Islands;
- o Gambier Island Local Trust Area, excluding the Thormanby Islands;
- o Denman Island Local Trust Area;
- o Hornby Island Local Trust Area;
- o Lasqueti Island Local Trust Area.
- o Salt Spring Island Local Trust Area

- Gabriola Island Local Trust Area
- Galiano Island Local Trust Area
- North Pender Island Local Trust Area
- Saturna Island Local Trust Area
- South Pender Island Local Trust Area
- Thetis Island Local Trust Area

6. Qualifications and Experience

- The project must be supervised and signed off on by an approved Environmental Professional (e.g., R.P.Bio.) with at least 5 years’ good standing with their professional association.
- Individuals assessing, identifying and mapping eelgrass beds must demonstrate knowledge and experience applicable to mapping eelgrass beds. Preference will be given to proponents with over five years of mapping experience in eelgrass ecosystems within the last 10 years.
- At least one member of the mapping team must have experience with and expertise in ArcGIS software, preferably ArcGIS Pro or ArcGIS 10.5.
- The proposal must specify the role each team member will perform and those individuals must have experience and/or educational background suitable to the role they are performing.

7. Service Contract

As indicated in the deliverables section, contract finalisation will take place to determine which local trust areas will be undertaken. The successful proponent will be required to sign a service contract with Islands Trust. Please see Appendix A attached for a copy of our standard service contract template.

The successful proponent must meet the Insurance requirements as outlined in Part D of the Service contract template attached as Appendix A.

8. Proposed Timeline for RFP Process:

Activity	Estimated Completion Dates
Issue RFP	May 19, 2021
RFP Closing	June 9, 2021
Evaluation Period	June 15, 2021
Approximate award of Contract to Successful proponent	June 21, 2021

9. RFP Response Outline

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

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

- a. An unaltered and completed Request for Proposals cover page which is page one of this RFP document. The Proponent section must be completed and signed by an authorized signatory.
- b. Table of contents including page numbers.
- c. A one page summary detailing your qualifications, experience and skills as outlined in Section 6

- d. A resume for each individual that will be assigned to this project including details of their education and experience.
- e. A summary describing the proponent's proposed methodology.
- f. A statement that demonstrates that the proponent has an understanding of the intended use of the data by the Islands Trust.
- g. Outline three examples of work completed in the past 5 years that is similar in size and complexity and demonstrates the required experience and skills as outlined in Section 6. Please note the relevance of each example and provide information regarding completion of work on schedule and according to the budget, and if not, describe the reasons.
- h. The proponent must provide at least 3 references for work done in the last 5 years that are similar in size and complexity. These references may be contacted by Islands Trust and information should include contact name, position, name of the organization, email and telephone number.
- i. The proponent must provide a workplan, and timeline for deliverables as outlined in Section 5.
- j. The RFP response must clearly indicate separate pricing for each LTA as outlined in Appendix B. Pricing must be an all-inclusive firm-fixed price (excluding GST) for undertaking the deliverables described in this request for proposal. Pricing must include all associated travel cost, etc.

10. Evaluation

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

1) Mandatory Criteria

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

A.	The proposal must be received by email by the closing date and time as indicated on the RFP cover page.
B.	The proposal must include one unaltered, completed Request for Proposal cover page including an originally-signed Proponent Section. The person signing the form must be an authorized signatory for the company. This document is page one of this proposal package.
C.	The proposal must be in English.

2) Evaluation Criteria

Proponents who have satisfied all the Mandatory Criteria listed in Section 10.1 will be evaluated against the Evaluation Criteria detailed below.

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

Criterion	Points
1. Demonstrated skills, qualifications, knowledge, experience and ability to identify and assess eelgrass beds in coastal BC, through both GIS skills and biological knowledge	40
2. Understanding of the scope of the work and of the anticipated uses of the contract deliverables through the proposal and the indicated deliverables.	10

3. Methodology, and estimated start date, work window for eelgrass mapping.	20
4. Work experience – relevant examples of recent work performing services of similar size and complexity.	10
5. Proposed Fees/Cost – including any grant or other funding you have to contribute towards this project	20
TOTAL	100

APPENDIX A



Service Contract template
(General)

THE ISLANDS TRUST COUNCIL

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

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

Project: XXXXXXXXXX

Contractor: Full name of contractor

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

Ph: _____
 Email: _____

Contract Initiator: _____ **Procurement Process 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:** \$xxxxxx (not including GST)

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

(c) **Rate:** \$ per day/hr

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

(e) **Billing Date(s):** Monthly

The Contractor shall submit its invoices by email to IslandsTrustAccountsPayable@islandstrust.bc.ca.

The Contractor shall NOT cc any employees on invoice submissions.

PART C – TERMS AND CONDITIONS

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

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.

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.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of _____

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:

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, 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 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.

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.

Schedule C for Global Positioning System Specifications:

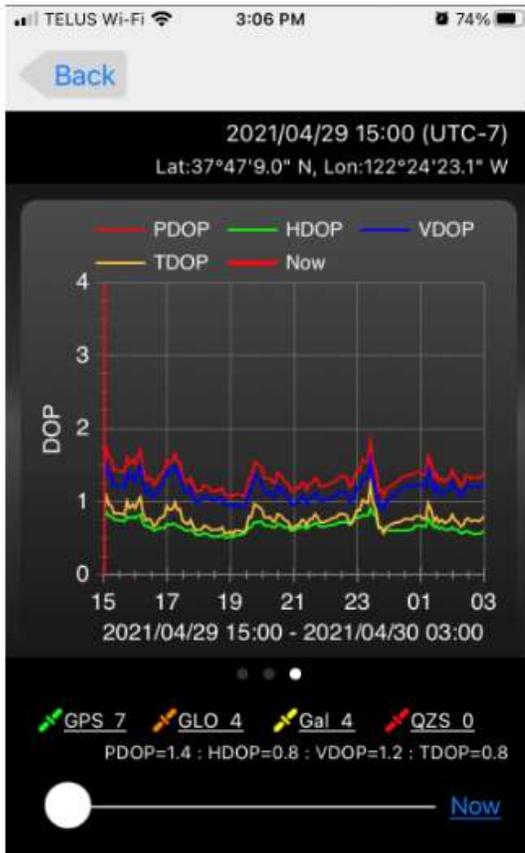
The accuracy of the data collection will adhere to industry standards. Which are sub metre to three metre range accuracy, while using a data correction method. Clearly state which method was used for GPS/GNSS corrections, example:

- post-processing differential correction (must include error files used) or
- real-time DGPS, SBAS corrections

Must include number, name and positions of satellites used during collection (4 minimum) and levels of Dilution of Precision (DOP) when data was collected, example:

- PDOP
- HDOP
- VDOP

Data with DOP values higher than 4, will not be accepted, see image example below:



APPENDIX B
PRICING MATRIX

LOCAL TRUST AREA	Shoreline Length (km)	PRICE
Denman Island Local Trust Area	51.93	
Gabriola Island Local Trust Area	95.01	
Galiano Island Local Trust Area	99.50	
Gambier Island Local Trust Area excluding Thormanby Islands.	116.97	
Thormanby Islands	29.76	
Hornby Island Local Trust Area	33.43	
Lasqueti Island Local Trust Area	169.83	
North Pender Island Local Trust Area	180.21	
Salt Spring Island Local Trust Area	158.28	
Saturna Island Local Trust Area	46.64	
South Pender Island Local Trust Area	22.88	
Thetis Island Local Trust Area	26.39	

APPENDIX C

Map of the Islands Trust Area showing Local Trust Areas



APPENDIX D

GIS Shape file format (separate Excel file)