



## Request for Proposals

### Salt Spring Island Watershed Stewardship and Protection Strategic Plan

Request for Proposals Number: RFP-2021.005

Issue date: September 10, 2021 Closing Time: Proposal must be received by 2:00PM PST on October 8, 2021

**THE ISLANDS TRUST CONTACT PERSON:** All enquiries from proponents that are related to this Request for Proposals, including any requests for information and clarification, are to be directed, **in writing only**, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the option of the Islands Trust. Proponents may e-mail enquiries until noon on **October 1, 2021. Please contact:**

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

Proposals will be accepted by e-mail only to the address indicated below by the stated closing time.

Proposals must be emailed to [procecon@gov.bc.ca](mailto:procecon@gov.bc.ca) and titled:

**RFP-2021.005 Salt Spring Island Watershed Stewardship and Protection Strategic Plan**

#### PROPONENT SECTION:

Electronic copies and signatures are encouraged. 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.

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, PST where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of GST

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

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

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

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Islands Trust's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Islands Trust prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Islands Trust.

conclusions with respect to the matters addressed in this Request for Proposals.

## **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

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **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 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.

## **28. Confidentiality of Information**

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

## 2. Organization Overview

### 2.1. The Islands Trust

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

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

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

The Islands Trust is a federation of thirteen local government bodies. Among these is the Salt Spring Island Local Trust Committee (SS LTC). Within the Islands Trust federation, there are an additional three corporate bodies, an executive committee and several sub-committees.

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

Find out more about the Islands Trust at <http://www.islandstrust.bc.ca/>

### 2.2. Salt Spring Island Watershed Protection Alliance (SSIWPA)

SSIWPA was formed in 2013 by the Salt Spring Island Local Trust Committee (SS LTC) to provide coordination among the agencies that have a responsibility for legislation and regulation of various aspects of Salt Spring Island's watersheds and freshwater resources. Members include staff or elected members from the province, regional district, water improvement districts, numerous not for profit groups, local scientists and other volunteers. See more detail in context section below.

The SSIWPA website is located at: <https://www.ssiwpa.org/>

## 3. Background

### 3.1. Broad Overview

Healthy watersheds provide clean drinking water, wildlife habitat, flood protection, and are impacted by activities such as residential development and associated land clearing. Island watersheds are experiencing the effects of climate change with impacts predicted to increase in coming decades.

Multiple agencies and organizations have potential roles to play in watershed stewardship and protection on Salt Spring Island. However, there is currently no comprehensive plan to guide the actions of the agencies, organizations and individuals with an interest in watershed protection.

This project will be undertaken collaboratively and will result in a Salt Spring Island Watershed Stewardship and Protection Strategic Plan (the Plan) describing how Islands Trust and the member agencies of SSIWPA could better steward and protect the Island's watersheds.

See relevant staff report [here](#) for background on LTC discussion and staff analysis that has informed this project.

### 3.2 Context

Section 24(2)(b) of the Islands Trust Act allows local trust committees to regulate the development and use of land for the purposes of carrying out the object of the Trust. As such, local trust committees and island municipalities can use their policy and regulatory powers to preserve, protect and guide restoration of watersheds.

In 2013, Islands Trust Council adopted [Bylaw No. 154](#), which delegates authority to the Salt Spring Island Local Trust Committee – for the purpose of preserving and protecting the quality and quantity of water resources within the Salt Spring Island Local Trust Area – the power to:

- Coordinate and assist in the determination of regional, improvement district and government of British Columbia policies;
- Coordinate the implementation of regional, improvement district and government of British Columbia policies; and
- Coordinate the carrying out of regional, improvement district and government of British Columbia policies

To date, the SS LTC has used this delegated authority to fund and coordinate the [Salt Spring Island Watershed Protection Alliance](#) (SSIWPA). SSIWPA's current terms of reference and membership is available [here](#). Since its inception, SSIWPA has tried to advance understanding, agency cooperation, and community engagement in watershed issues. SSIWPA steering committee undertakes an annual work planning exercise to identify water issues of concern to SSIWPA's membership and wider community in the hope that member agencies will undertake projects to address the issues raised. SSIWPA's current work plan with agency leads is available [here](#).

SSIWPA has undertaken a handful of strategic planning efforts to improve coordination of freshwater policy on Salt Spring Island which have resulted in the following documents:

- Integrated Water Management Program [Work Plan](#)
- 2018 [SSIWPA Strategic Planning Exercise](#)
- 2019 [SSIWPA Priority Setting Workshop](#)

And while these previous efforts now provide a strong foundation on which this proposed project can build, a longer-range multi-agency plan for watershed stewardship and protection on SSI has not been widely adopted and implemented.

The SS LTC has decided that now is an appropriate time to review SSIWPA's strengths and weaknesses as a coordinating vehicle for watershed stewardship and protection on Salt Spring Island, how it can be strengthened, or alternatives to it.

The SS LTC has also decided to fund the development of a Watershed Stewardship and Protection Strategic Plan that will serve to guide the actions of all parties with a mandate for, or interest in, freshwater sustainability on Salt Spring Island. These parties include, but are not limited to, the following:

#### *Salt Spring Island Local Trust Committee*

- Land use and surface-water zoning authority (*Local Government Act* [Part 14](#) powers); and
- Delegated authority to coordinate freshwater policy development and implementation

*Government of British Columbia (Ministry of Forests, Lands, Natural Resource Operations and Rural Development; Ministry of Environment and Climate Change Strategy)*

- Jurisdiction over water authorizations including groundwater and surface-water licensing, and works in-and-about a stream and
- Land use of parks, eco-reserves and other Crown Land

*Capital Regional District*

- Jurisdiction over stormwater bylaw; and
- Manages operation of [several small community water systems](#)

[North Salt Spring Waterworks District](#) (Improvement District)

- Largest provider of community water on the Island; and
- Owner of watershed lands surrounding Maxwell Lake

*Assorted improvement districts and small water systems*

- Provide piped water to clients in their service areas

[Salt Spring Island Water Preservation Society](#)

- Owns protected watershed lands adjacent to St. Mary Lake

*Private Land Owners*

- Water service through private wells or surface water licenses
- Private land stewardship

### **3.3 Purpose**

The SS LTC is soliciting submissions from qualified firms to:

- 1) Produce a Situation Analysis and Options Identification Report which reviews the current approach to coordinating watershed protection policy on Salt Spring Island and makes recommendations for improvement, and
- 2) Develop a Salt Spring Island Watershed Stewardship and Protection Strategic Plan (the Plan).

The ultimate purpose of this project is to develop, under the guidance of a qualified consultant, a plan to guide and prioritize watershed protection projects on a medium-term basis (5-to-10 years) to better support Salt Spring Island Watershed Protection Alliance (SSIWPA) member agencies in advancing effective, equitable and modernized land and water use planning.

The SS LTC has allocated \$50,000 to this project, excluding GST. The budget is based on the following estimates:



Phase 1: Situation Analysis and Options Identification Report: \$10,000. Deadline January 15, 2022

Phase 2: Watershed Stewardship and Protection Strategic Plan: \$40,000. Deadline September 15, 2022

The total price is fixed; however, the distribution between the phases is only an estimate and may vary in proposals.

The Cost Proposal for this RFP must include Phase 1 and Phase 2 separately. For clarity, this is required in case the trajectory for Phase 2 is substantially altered by the findings and recommendations that emerge from Phase 1. Both phases will be awarded to the same proponent (providing the Islands Trust chooses to proceed with Phase 2).

### **3.4 Project Objectives**

The project charter for this initiative identifies two project objectives:

- 1) Improve the coordination of watershed stewardship and protection policy on Salt Spring Island through:
  - a) An external review of current approaches to coordination of watershed stewardship and protection policy; and
  - b) Analysis of, and recommendations for, the types of planning processes, policy/guidance documents, or mechanisms that will improve watershed stewardship and protection.
- 2) To better support Salt Spring Island Watershed Protection Alliance member agencies (SSIWPA) in coordinating and advancing effective, equitable, and modernized land and water use planning by developing a strategic plan to guide and prioritize watershed protection work on Salt Spring Island for the next 5 to 10 years.

Objective 1 leads to a governance-oriented report with recommendations.

Objective 2 leads to an implementable plan.

### **3.5 First Nations Engagement**

Any First Nations engagement processes undertaken through this project will be consistent with Trust Council's adopted [First Nations Engagement Principles](#), and the foundation documents of United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), Truth and Reconciliation Commission Calls to Action, and Murdered and Missing Indigenous Women and Girls Calls for Justice. Engagement process will be guided by concerns or responses from First Nations on how to proceed in a mutually respectful and relationship- building framework. The Salt Spring Island Watershed Stewardship and Protection Strategic Plan process is committed to preserving, promoting and protecting First Nations cultural connections with the Island's freshwater resources. The Engagement Program should be designed to engage with First Nations with treaty and territorial interests on Salt Spring Island.

#### 4. Summary of Requirements

The selected Consulting Team will be responsible for services and deliverables including, but not limited to the following:

##### Phase 1:

Produce a Situation Analysis and Options Identification Report which reviews the current approach to coordinating watershed protection policy on Salt Spring Island and makes recommendations for improvement. This includes, at minimum:

- Literature Review
- Policy/program and situation review;
- Design and facilitate a stakeholder engagement program consistent with the concepts identified in the Salt Spring Island Watershed Stewardship and Protection Strategic Plan [Project Charter](#);
- Collaborate on the development a First Nations engagement program consistent with Islands Trust [First Nations Engagement Principles](#) for implementation in Phase 2;
- Meet with staff, SSIWPA, and elected officials to review draft work program, discuss progress, and present results (more detail on in-person vs. electronic below);
- Present draft report to SSIWPA Steering Committee and LTC

##### Phase 2:

Develop a Salt Spring Island Watershed Stewardship and Protection Strategic Plan (the Plan). This includes, at minimum:

- Design and facilitate a stakeholder and community engagement program consistent with the concepts identified in the Salt Spring Island Watershed Stewardship and Protection Strategic Plan [Project Charter](#) – Phase 2;
- Co-facilitate a First Nations engagement program consistent with Islands Trust [First Nations Engagement Principles](#), or integrate results of external First Nations engagement, into final report.
- Meet with staff, SSIWPA, and elected officials to review draft program, to discuss progress, and to present results;
- Provide technical support, design of material and various tools and programs as identified in the community engagement program; and
- Present draft Plan to SSIWPA Steering Committee and LTC

#### 5. Scope

The tables below show the activities/deliverables to be accomplished for both phases of this project and their associated timelines.

##### PHASE 1: SITUATION ANALYSIS AND OPTIONS IDENTIFICATION REPORT

Activity	Deadline
1) Consultant will schedule kick-off meeting (electronic) with Islands Trust staff and SSIWPA Coordinator for project Phase 1 once contract is signed and schedule regular joint bi-monthly project update meetings (electronic) thereafter with key Islands Trust staff and SSIWPA Coordinator.	October 2021
2) Consultant will develop a Project Work Plan and associated timeline that includes: <ul style="list-style-type: none"> <li>• Literature Review</li> <li>• Review of:               <ul style="list-style-type: none"> <li>○ current approaches to watershed stewardship and protection policy</li> </ul> </li> </ul>	November 5, 2021

<ul style="list-style-type: none"> <li>○ coordination on Salt Spring Island and other relevant planning initiatives; and</li> <li>○ documented watershed stewardship and protection issues facing salt Spring Island</li> <li>● Interviews of stakeholders within and outside of SSIWPA about SSIWPA and coordination of watershed stewardship and protection issues on Salt Spring Island;</li> <li>● Development of a plan (in coordination with staff) to engage First Nations in discussion about how they can be involved in watershed stewardship and protection planning and coordination initiatives on Salt Spring Island. Staff will work with the consultant on development of First Nations engagement plan and serve as primary contact for First Nations and/or will collaborate with designated First Nations agency or organization.</li> </ul> <p>Consultant will undertake the project in accordance with the Project Work Plan once approved by Islands Trust staff.</p>	
<p>3) Consultant will attend two electronic meetings with SSIWPA Steering Committee/Technical Working Group to:</p> <ul style="list-style-type: none"> <li>i. Introduce Phase 1, confirm project scope, objectives and timelines;</li> <li>ii. Share draft report, solicit feedback <ul style="list-style-type: none"> <li>○ Consultant will consider whether to incorporate SSIWPA Steering Committee feedback into final report.</li> </ul> </li> </ul> <p>Islands Trust will supply a recording secretary.</p>	<p>November 2021 Early January 2022</p>
<p>4) Following implementation of the Project Work Plan the Consultant will develop a <i>draft</i> Situation Analysis and Options Identification Report that includes the following:</p> <ul style="list-style-type: none"> <li>● Recommendations to improve watershed protection policy coordination based on situation analysis and best practices in other jurisdictions, in order to implement future watershed stewardship and protection plans;</li> <li>● Recommendations to appropriately fund coordination of watershed protection policy on Salt Spring Island;</li> <li>● Recommendations about appropriate planning processes, policy/guidance documents, or mechanisms to improve watershed stewardship and protection;</li> <li>● Recommendations for how to include First Nations in the coordination of watershed protection processes and policy;</li> <li>● Recommendation and justification for the 2022/23 Special Tax Requisition amount.</li> </ul>	<p>Submission for staff review by Early January, 2022</p>
<p>5) Consultant will attend SS LTC meeting to present <i>draft</i> Situation Analysis and Options Identification Report</p> <ul style="list-style-type: none"> <li>● The Consultant will revise the draft report based on LTC feedback</li> </ul>	<p>Mid January 2022</p>
<p>6) The Consultant will submit final Situation Analysis and Options Identification Report upon staff approval</p>	<p>February 2022</p>

The following staff will be available to assist the consultant in the development of the Situation Analysis and Options Identification Report:

Island Planner	Project manager; lead agency engagement and collaboration
Senior Intergovernmental Policy Advisor	Lead First Nations engagement and collaboration
Senior Freshwater Specialist	Lead Technical Authority at Islands Trust, Professional Geoscientist; Trust-wide freshwater knowledge
SSIWPA Coordinator	Coordination; administrative support; document retrieval.
Planning Team Assistant	General administrative support

In both project Phases 1 and 2, Islands Trust/SSIWPA will pay administrative costs associated with the Consultant’s work, including meeting hall rentals, advertising, photocopying and minute-taking. Islands Trust may also be able to provide capacity funding for First Nations engagement.

## PHASE 2: SALT SPRING ISLAND WATERSHED STEWARDSHIP AND PROTECTION PLAN

Activity	Deadline
1) Consultant will schedule kick-off meeting (electronic) with Islands Trust staff and SSIWPA Coordinator for project Phase 2 and schedule regular monthly joint project update meetings (electronic) thereafter with key Islands Trust staff and SSIWPA Coordinator.	Early March 2022
<p>2) Consultant will develop a Project Work Plan based on the <a href="#">POLIS Stepping Stones to Collaborative Watershed Governance</a>. The work plan will:</p> <ul style="list-style-type: none"> <li>• Define the scope of the project, building on the literature review, research and stakeholder engagement, and outcomes of Phase 1;</li> <li>• Include a stakeholder and community engagement program consistent with the concepts identified in the Salt Spring Island Watershed Stewardship and Protection Strategic Plan Project Charter;</li> <li>• This community engagement program will outline engagement objectives, audiences, channels, timelines, and tools; <ul style="list-style-type: none"> <li>○ This community engagement program must include community consultation on Coastal Douglas-fir forests and their role in watershed protection</li> </ul> </li> <li>• Include milestones and timelines;</li> <li>• The Consultant will present the draft Project Work Plan to the SS LTC for review</li> </ul> <p>The Consultant will undertake the project in accordance with the Project Work Plan once reviewed by SS LTC and approved by Islands Trust staff.</p>	March 31, 2022
<p>3) Consultant will hold an initial meeting (electronic) with SSIWPA Steering Committee/Technical Working Group to:</p> <ul style="list-style-type: none"> <li>• Introduce project Phase 2, confirm project scope, objectives and timelines</li> </ul> <p>The consultant will schedule at least three working meetings with SSIWPA Steering</p>	March 2022

<p>Committee/Technical Working Group (at least one of which must be in-person) to:</p> <ul style="list-style-type: none"> <li>• Determine vision, issues and knowledge gaps related to watershed stewardship and protection;</li> <li>• Determine goals, objectives; and</li> <li>• Projects/programs for watershed stewardship and protection;</li> </ul> <p>Islands Trust will supply a recording secretary.</p>	<p>April 2022</p> <p>June 2022</p> <p>June 2022</p>
<p>4) In collaboration with Islands Trust staff, the Consultant will implement the First Nations engagement plan developed in Phase 1, or integrate the results of external First Nations engagement, to ensure that Indigenous perspectives on, and interests in, freshwater are accurately reflected within the final plan and that First Nations with treaty and territorial rights on Salt Spring Island have an opportunity to participate in development of the Plan.</p>	<p>March 15, 2022 then ongoing</p>
<p>5) The Consultant will develop and implement a communications plan, with support from staff, including news release, website posts, advertisements about the project, and engagement opportunities.</p>	<p>March 15, 2022 then ongoing</p>
<p>6) Consultant will implement the community engagement program with support from staff.</p> <ul style="list-style-type: none"> <li>• Draft community engagement summary report; and</li> <li>• Present community engagement summary report to SSIWPA and the LTC</li> </ul>	<p>June 2022</p>
<p>7) Consultant will develop a draft Watershed Stewardship and Protection Strategic Plan in collaboration with SSIWPA Steering Committee.</p> <p>This plan will:</p> <ul style="list-style-type: none"> <li>• Establish stakeholder roles and responsibilities as they relate to watershed protection on SSI, as well as their respective capacities and desired outcomes;</li> <li>• Identify watershed protection challenges;</li> <li>• Identify knowledge gaps;</li> <li>• Identify and prioritize potential tools (including Water Sustainability Act) and best practices to address those challenges and knowledge gaps;</li> <li>• Situate SSI watershed plan in the context of other plans and initiatives (CDF Protection Project; CRD/NSSWD Integrated Water Management Service Review; IT Freshwater Sustainability Strategy; IT Strategic Plan, SSI OCP; SSI Area Farm Plan; SSI CAP 2.0; Islands Trust Conservancy Regional Conservation Plan)</li> </ul>	<p>July 2022</p>
<p>8) Consultant will attend SS LTC meeting to present <i>draft</i> Watershed Stewardship and Protection Plan</p> <ul style="list-style-type: none"> <li>• The Consultant will revise draft Plan based on SS LTC feedback</li> </ul>	<p>August 15, 2022</p>
<p>9) The Consultant will submit <i>final</i> Watershed Stewardship and Protection Plan to SS LTC</p>	<p>September 15, 2022</p>

The following staff will be available to assist the consultant in the development of the Watershed Stewardship and Protection Strategic Plan:

Island Planner	Project manager; lead agency engagement and collaboration
Senior Intergovernmental Policy Advisor	lead First Nations engagement and collaboration
Senior Freshwater Specialist	Lead Technical Authority at Islands Trust, Professional Geoscientist; Trust-wide freshwater knowledge
SSIWPA Coordinator	Coordination; administrative support, document retrieval.
Planning Team Assistant	General administrative support

In both project Phases 1 and 2, Islands Trust/SSIWPA will pay administrative costs associated with the Consultant’s work, including meeting hall rentals, advertising, photocopying and minute-taking. Islands Trust may also be able to provide capacity funding for First Nations engagement.

**6. Phase 2 Review and Termination**

The work covered by this RFP involves two phases: Phase 1: Situation Analysis and Options Identification Report; and Phase 2: Salt Spring Island Watershed Stewardship and Protection Strategic Plan. The recommendations of Phase 1 may impact the timing and direction of Phase 2. The Islands Trust makes no commitment that Phase 2 will proceed depending on findings and subsequent decisions arising from Phase 1.

The Cost Proposal for this RFP must include Phase 1 and Phase 2 separately. For clarity, this is required in case the trajectory for Phase 2 is substantially altered by the findings and recommendations that emerge from Phase 1. Both phases will be awarded to the same proponent (providing the Islands Trust chooses to proceed with Phase 2).

**7. Qualifications and Experience**

The Proponent and any subcontractors of the Proponent included in its proposal *should* have a minimum of five (5) years providing services of a similar scope and complexity. Similar scope and complexity are defined as:

- a) Local/Regional Government experience;
- b) Assisting in the development of watershed governance bodies;
- c) Developing a watershed protection plan to protect freshwater resources through strategies such as watershed monitoring, outreach and education, or best management practices;
- d) Working with advisory bodies comprised of various stakeholders that provide guidance and feedback.
- e) Devising action plans with specific tactics, timelines and budgets;
- f) Creating and executing public engagement plans that seek input from stakeholders and broader community using a variety of strategies and technologies;
- g) Report writing, including demonstrated strong writing skills.

The Proponent *must* provide links to one (1) past report and one (1) past watershed plan, with similar scope and complexity, as defined above. Islands Trust reserves the right to request additional example reports or plans as deemed necessary.

## 8. Service Contract

The successful proponent will be required to sign a service contract with Islands Trust. Please see Appendix A attached for a copy of our standard service contract. Contractors must be able to meet the insurance requirements in Part D of the contract.

## 9. Reference Information

Submissions should demonstrate familiarity with the following documents.

- [Islands Trust Strategic Plan 2018-2022](#)
- [Islands Trust Policy Statement](#)
- [Salt Spring Island Watershed Stewardship and Protection Plan Project Charter](#)
- [Salt Spring Island Watershed Protection Alliance Strategic Plan Meeting, June 12, 2018 – Final Report](#)
- [Salt Spring Island Watershed Protection Alliance Priority Setting Workshop - 2019](#)
- Islands Trust Freshwater Sustainability Strategy
- [Salt Spring Island Local Trust Committee Official Community Plan Bylaw No. 434, 2008 Schedule “A” Volume 1: Land Use and Servicing Objectives](#)
- [Islands Trust First Nations Engagement Principles](#)
- [CRD/NSSWD Water Service Optimization Study](#)
- NSSWD [St. Mary](#) and [Maxwell Lake](#) Water Availability and Climate Change Assessment Studies
- Transition Salt Spring Climate Action Plan ([Chapter 8: Freshwater Ecosystems](#))

The foregoing is not an exhaustive list of material.

## 10. Proposed Timeline for RFP Process:

Activity	Estimated Completion Dates
Issue RFP	September 10, 2021
RFP Closing	October 8, 2021 at 2:00 PM PST
Evaluation Period	October 13, 2021
Award of Contract to Successful proponent	October 15, 2021

## 11. 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 describing team’s qualifications, experience and skills as they relate to Section 7.
- d. A resume for each individual that will be assigned to this project.
- e. A one-page essay about watershed stewardship in British Columbia

- f. A brief outline and discussion of the proposed scope of services, relating work to the outline provided above, and any changes, modifications, or enhancements to the scope of services.
- g. The proposal shall establish a summary describing the proponent’s interpretation of the objectives of the Salt Spring Island Watershed Stewardship and Protection Strategic Plan Project. A well-articulated service plan which, at a minimum, includes a full description of services provided, tasks and subtasks, and a work plan/schedule for completing the requested services, along with a detailed project approach and methodology.
- h. A matrix, chart, or table describing the roles and responsibilities of each key team member, please tie this to the areas of expertise identified above.
- i. Outline three (3) examples of previous work that demonstrates the required experience and skills as outlined in Section 7, of which one must be a local government example. Please note the relevance of each example and if any associated work plan was implemented on schedule and according to the budget, and if not, describe the reasons.
- j. The proponent should provide at least three (3) references for work done in the last eight (8) 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.
- k. A breakdown of all costs and number of hours associated with each team member outlining the tasks and completion of the deliverables.
- l. The RFP response should clearly indicate the details comprising an all-inclusive firm-fixed price (excluding GST and PST) for undertaking the deliverables described in this request for proposal. Pricing should include any associated travel cost, etc.

**12. 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.

**12.1. 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 e-mail by the closing date and time indicated on the RFP cover page.
B.	One unaltered, completed Request for Proposal cover page including signature in the Proponent Section. The person signing the form must be an authorized signatory for the company. This document is page one of this proposal package.
C.	The proposal must be in English and must not be sent by facsimile or mail.

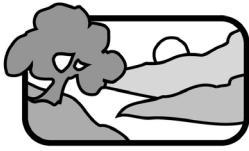


## 12.2. Evaluation Criteria

Proponents who have satisfied all the Mandatory Criteria listed in Section 12.1 will be evaluated against the Evaluation Criteria detailed below.

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

<b>Criterion</b>	<b>Points</b>
1. Submission corresponds to the structure described in Section 11	5
2. Submission demonstrates accurate understanding of the scope and timing of work for both the Situation Analysis and Options Identification Report (Phase 1) and the Watershed Stewardship and Protection Strategic Plan (Phase 2).	10
3. Submission demonstrate successful facilitation of watershed stewardship and protection planning engagement activities and incorporating engagement feedback into relevant plans.	15
4. Submission demonstrate relevant qualifications of members on the team.	10
5. Submission includes 3 relevant examples of recent work performing services of similar size and complexity by members of the team, include reference contacts.	10
6. Submission includes preliminary work plan for project Phase 1 that demonstrate understanding of the project objectives and deliverables and how they will be achieved within the prescribed timeline.	15
7. Submission includes preliminary work plans for project Phase 2 that demonstrate understanding of the project objectives and deliverables and how they will be achieved within the prescribed timeline.	15
8. Overall presentation demonstrating excellent communication skills	10
9. Price (all-inclusive fixed price)	5
10. Previous Islands Trust experience	5
<b>TOTAL</b>	<b>100</b>



# Service Contract (General)

## Islands Trust

**THE ISLANDS TRUST COUNCIL**

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

**Contract No:** XXXXXXXXXX

*Contract No 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:** XXXXXXXXXXXXXXXX **To:** XXXXXXXXXXXXXXXXXXXX

**PART B – CONTRACT PRICE**

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

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

(c) **Rate, if applicable:** \$xx per day/hour

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

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

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

## **PART C – TERMS AND CONDITIONS**

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

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## **PART D – INSURANCE**

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

6. Notwithstanding the foregoing, the Trust Council may, in the Trust Council's sole discretion and upon request by the Contractor, exempt the Contractor from the requirements of this Part D (1) & (2) and agree to cover the Contractor under the Trust Council's own comprehensive general liability insurance coverage, as it may extend to independent contractors.
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#### **PART E – ADDITIONAL TERMS**

1. All digital information, content, reports, data, databases, graphics, maps, interfaces, texts, and files recorded, given, sent or transferred by the Trust Council to the Contractor via flash drive, e-mail or other method of transmission during the Term (collectively, the "Data") is confidential in nature and the Contractor agrees to treat this data and information accordingly. The Trust Council grants the Contractor the limited non-exclusive license to use the Data for the Term for the performance of the Services. The Contractor agrees to not release any part of the Data to a third party or grant access to any other organizations or persons. The Contractor shall not de-compile, disassemble, reverse engineer, copy or otherwise use the Data except as in accordance with this Agreement.
2. The Contractor indemnifies and saves harmless the Trust Council, its board members, officers, employees, agents, and assigns from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way, directly or indirectly arising the Contractor's use or failure to use the Data.
3. The Contractor acknowledges and agrees to the following limited warranty and limitation on rights and remedies:
  - (a) the Trust Council provides the Data to the Contractor "as is," without warranty of any kind, express or implied, including but not limited to the implied warranties of accuracy, completeness, and fitness for any particular purpose with respect to the Data and any accompanying written materials and without any representations as to ownership of or copyright in the Data;
  - (b) in no event shall the Trust Council be liable to the Contractor or any other party for losses or damages, including any loss of profits, lost savings, injury to property, or other incidental or consequential damages arising out of the Data, including but not limited to financial losses from use of or reliance on Data, loss or corruption of Data, and computer viruses, or the Contractor's inability to use the Data, even if the Trust Council has been advised of the possibility of such damages; and
  - (c) the Contractor assumes and accepts all risks, damages and hazards in connection with the accuracy, completeness, results, performance, use or inability to use the Data.
4. Upon completion of the project comprising the Services, the Contractor agrees to return all Data and remove all Data from the Contractor's information systems, except for one backup copy of the final product, unless otherwise required by Trust Council. This project is considered complete upon final acceptance of the Trust Council. At the time of invoicing the Contractor must sign a statement indicating that all Data has been returned and/or destroyed except for a backup copy of the final product that the Contractor may keep for future edits and archival purposes, unless Trust Council otherwise prohibits the keeping of such backup copy.

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#### **PART F – PRIVACY PROTECTION PROVISIONS**

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

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

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

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**PART H – ISLANDS TRUST VISUAL STYLE GUIDE**

Where the Islands Trust 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.

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**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**

**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.

