



REQUEST FOR PROPOSAL: 4337

Columbia Basin Rural Development Institute

Graphic and Web Design and Development for State of the Basin Online
Indicators Tool

Issue Date: 13 January, 2012

Closing Date and Time: 3 February, 2012 2pm PST

Closing Location: Selkirk College Purchasing Department, 301 Frank Beinder Way, Castlegar, BC V1N 4L3

Table of Contents

1.0 INTRODUCTION & BACKGROUND	3
2.0 DESCRIPTION OF FEATURES NEEDED FOR THE TOOL	4
3.0 FUNCTIONAL REQUIREMENTS	5
4.0 ADDITIONAL REQUIREMENTS	5
5.0 DELIVERABLES & TIMELINE	5
6.0 FUTURE DEVELOPMENT CONSIDERATIONS	6
7.0 PRICE AND COST DATA	7
8.0 PROPOSAL REQUIREMENTS	7
9.0 EVALUATION CRITERIA	8
10.0 PROPOSAL FORMAT	9
11.0 QUESTIONS AND ENQUIRIES	10
12.0 CLOSING	10
APPENDIX A: PROPOSAL COVERING LETTER	11
APPENDIX B: COST PROPOSAL	12
APPENDIX C: RECEIPT CONFIRMATION FORM	13
APPENDIX D: CURRENT STATE OF THE BASIN INDICATORS	14
APPENDIX E: GEOGRAPHIC LAYERS	15
APPENDIX F: SERVICE CONTRACT	17

1.0 Introduction & Background

The Columbia Basin Rural Development Institute (RDI) is seeking to engage Proponents with the appropriate skills to complete the project detailed in this Request for Proposal (RFP). The overarching goals of the RDI are to improve collection, access and use of indicators research and to engage in rural revitalization research in partnership with local, regional, provincial & national networks.

The RDI is currently working with a consultant team to develop the RDI website built in WordPress which includes a resources repository, and with the Selkirk Geospatial Research Centre (SGRC) on the Employment Lands/State-of-the-Basin GeoPortal. This RFP will encompass graphic and web design for the State of the Basin (SOTB) Online Indicators Tool which will be integrated into the RDI website. The RDI website is expected to launch in mid-February 2012 with some SOTB components being added by mid-April. The maps and database and query functionality of the SOTB tool will be provided by the SGRC. The successful proponent must be able to work closely with the SGRC in the user interface, web design and tool development. The RDI will provide design mockups and other required information related to the RDI website to ensure consistency in design and functionality elements between these two web applications.

The SOTB online tool will allow Basin residents and key stakeholder groups to easily access, search, visualize, and output indicators data, related analyses and resources. Existing indicators within the SOTB model are outlined in Appendix A. It is expected these indicators will be refined and expanded. It is not expected the number of indicators will exceed 60 under the scope of this project but the design must allow the addition or refinement of indicators in future projects. For background information on the State of the Basin Initiative, including the final pilot report please refer to: (http://www.cbt.org/Initiatives/State_of_the_Basin/).

Identified best practice design and / or functionality elements in online indicator reporting tools can be reviewed at the following websites:

<http://www.instantatlas.com/community-information-systems.html>

<http://wsow.brbc.ab.ca/>

<http://databasin.org/>

<http://www.thecalgaryfoundation.org/documents/FINALVITALSIGNS2011-WEB.pdf>

This RFP only covers the graphic, web, and content design and development of the SOTB Online Indicators tool, including loading of preliminary data and other resources to enable full testing and evaluation of the site. Further content and functional development, which is not covered by this RFP, will be required before the tool is ready for public launch.

2.0 Description of Features Needed for the Tool

The scope of current State of the Basin indicators will be refined and expanded over time. The tool will need to allow for the future addition of new indicators and / or refinement of existing indicators by the RDI team.

The State of the Basin online tool will be framed according to the four *Sustainability - Pillars* consisting of:

1. Environment
2. Economic
3. Social
4. Cultural

Each of the four *Sustainability – Pillars* will contain the following subcategories:

- a. Indicators
- b. Maps
- c. Analysis (will be linked to ‘trends analysis’ on the home page within existing site)
- d. Resources reports, links, articles etc. – linking to existing resources repository within existing site)

Indicator	<ul style="list-style-type: none"> - Ability to input data in excel format and users will be able to export indicator information as a table (.CSV format) and graph (Excel or Word format) - Input and output functionality must allow for geographic (region, regional district, Local Health Area, Corridor, Sub-Corridor and Community) and indicator (pillars, sub-pillars and individual indicator) scalability - Ability to expand upon current list of indicators and to alter existing indicators will be required
Maps	<ul style="list-style-type: none"> - Interactive map services and static maps as JPG (or other image format) supplied by the SGRC. See www.biodiversityatlas.org for examples of SGRC maps and interactive map services.
Analysis	<ul style="list-style-type: none"> - The tool must accommodate ongoing uploading of ‘Trends Analysis’ in .PDF and .Doc (Docx) format corresponding to related pillar and sub-pillar levels against regional, regional district, Local Health Area, and Corridor layers - Trends Analysis documents must link directly to the Trends Analysis section of the RDI homepage - Public ability to view and download analysis will be required (Word and PDF format)
Resources	<ul style="list-style-type: none"> - General access to a Resources repository, containing documents (Word, PDF, etc) and links to further resources, i.e. StatsCanada etc. will be required

3.0 Functional Requirements

Search functionality¹ within the ‘sustainability’ pillars must include geographic scalability. See appendix B for a breakdown on geographic layers. Local-level search queries will link to the community pages within the RDI website which will include static community profiles in PDF format. The Community Pages are being developed within the RDI website for the following communities / areas: Cranbrook, Nelson, Great Trail, Creston, Castlegar, Boundary, Columbia Valley, Revelstoke, Kimberley, Fernie, Golden, Slocan Valley, Sparwood, Nakusp, Rossland, Salmo, Kaslo, Elkford and Valemount.

Cross-integration of content between the RDI website and the State of the Basin tool is a priority, with a focus on ‘trends analysis’, resources, and community profiles.

The State of the Basin online tool must also prioritize seamless usability by a diverse cross-section of user groups, many of which may have a limited comfort level with Information and Communications Technology. Simplicity in design and user interface are priorities within the parameters of this development project.

4.0 Additional Requirements

- Design of the State of the Basin Tool must be consistent in design with the Columbia Basin Rural Development Web Page currently in development
- Web pages must be compatible with a Wordpress based website.
- Must be able to work closely with the SGRC to incorporate sample maps in the web mock-up as well as to provide graphics, content, navigation, and skinning for the database and query functionality of the tool.

5.0 Deliverables & Timeline

Stage I: Mockup Demonstration of SOTB Indicators Tool, Early April, 2012

By mid Feb:

1) Design Spec containing:

- User Interface design – showing layout, navigation, user tasks, and example content as it is embedded in the website.

By Mid-March

2) Draft 1 of Web Mock-up of User Interface with clickable links demonstrating layout, navigation, and user tasks.

By Early April

3) Final Mock-up with sample queries, sample data results and sample content with sufficient navigational functionality to simulate the completed tool.

¹ Proponents must use a common and not linked search engine.

Stage II: Demonstration of Live SOTB Tool, Early Sep, 2012

- 1) Custom web pages, style sheets, graphics, and scripting needed to support the SOTB Online Indicators Tool and Portal.
- 2) Loaded Preliminary Content for SOTB Indicator Tool.
- 3) Site documentation to enable in-house maintenance and expansion by RDI and SGRC.

6.0 Future Development Considerations

Web Development for the RDI State of the Basin Online Indicators Tool requested within this RFP sets the foundation for this multiyear project. As such, the site should be developed with future expandability, both from a content perspective as well as functional perspective, in mind. The RDI currently has related ongoing projects that must link and communicate seamlessly with the RDI State of the Basin Tool (including future geospatial maps in addition to the growing resource repository and community profile pages currently being developed as part of the RDI website development project).

Future development is expected to include, but not be limited to the following:

- Comparisons across communities, corridors, & sub-regions;
- Multi-pillar data output capability;
- A 'my workspace' log in section where users can save and share common search queries and outputs;
- A 'galleries' section where top search queries are featured;
- Ability to connect with other users or groups engaging in similar inquiries;
- Functionality allowing users to upload data into the portal in excel format;
- Integration of related maps currently being developed by the Selkirk Geospatial Research Centre; and
- Web-based data editing.

The successful Proponent must be willing to work collaboratively with members of the RDI team and the SGRC to ensure that this seamlessness between RDI projects is achieved. It is expected a development team meeting will take place with the successful proponent and members of the SGRC and RDI teams in early February 2012.

The successful proponent will ensure project progression enabling the RDI team to demo the State of the Basin Online Indicators Tool at the Association of Kootenay Boundary Local Government Conference on April 19-21, 2012. Mock-ups of various views and functions of the site will be required to develop a PowerPoint presentation.

7.0 Price and Cost Data

The proposal must include time and materials cost for the project(s).

APPENDIX B must be completed and submitted in a separate sealed envelope.

8.0 Proposal Requirements

All proposals must contain the following information:

- Design Concepts – a sense of the flavour of the design for applicable elements
- Costs – proposed costs associated with completing the project requirements as outlined
- Timelines – estimated timelines and milestones to complete the various aspects of this project (see 5.0 Deliverables & Timeline Stages I and II)
- Approach – the approach the firm intends to use to ensure cost and timeline targets are met
- Key Staff Members – names, short biographies, and relevant roles for all staff members who will be working on the project, and full CV for key designers and developers
- Portfolio – Web links or hardcopy showing the work the firm has done on similar projects

Proposal Due: February 3, 2012, 2:00 PM PST

(5 hard copies) at closing location of Selkirk College Purchasing Dept, 301 Frank Beinder Way, Castlegar, BC In addition, an electronic version *may be* sent by email to szaytsoff@selkirk.ca

Late Proposals: Proposals received after the “Closing Date and Time” will not be accepted and will not be considered. Late Proposals will be returned unopened to the Proponent

9.0 Evaluation Criteria

The following criteria form the basis upon which evaluation of proposals will be made:

MANDATORY CRITERIA

The following are mandatory requirements. Proposals not clearly meeting these requirements and qualifications will not be further considered in evaluation. The proponent will....

- Arrange for receipt of proposal by 2pm on February 3, 2012
- Have professional experience (and demonstrate same) in graphic design, web design, and development
- Must propose to complete project using standard technologies compatible with Partners
- Demonstrate proficiency in and commitment to designed accessible websites
- Be committed to conform to W3C standards for web development
- Have a demonstrated understanding of and experience working in the Columbia Basin-Boundary region
- Submit 5 copies of proposal as outlined in RFP and detailed pricing in a separate, sealed envelope (including total cost)
- Provide three current references for closely related projects.

EVALUATION

Proposals which meet the mandatory requirements will be evaluated on the following criteria:

Section A:

20%	Design Concept & Technical Merit – degree to which this proposal in its entirety demonstrates confidence in achieving a superior end result
20%	Timeline – demonstrated ability to work within acceptable timeline
20%	Proponent Experience – references and responses from same
20%	Past work on related projects

Section B:

20%	Budget – price to complete the services described in the RFP (including hourly rate and total flat fee)
-----	---

Proponents must achieve the minimum of 60% allocated in Section A in order to have their pricing component evaluated. Proposals not meeting 60% in this category will receive no further consideration.

References of any Proponent may be contacted to verify statements made in their Proposal. SELKIRK COLLEGE will not enter into Contract negotiations with any Proponent(s) whose references are found to be unsatisfactory.

The lowest priced or any proposal may not necessarily be accepted and will depend on meeting financial, operating and technical needs. Selkirk College reserves the right to waive any error, omissions or failure to comply with tender instructions if deemed to be a non-material discrepancy by the selection review committee.

Following proposal evaluation and pending budgetary considerations being met, the successful proponent will be notified, and contract (see APPENDIX F) awarded in early February 2012.

10.0 Proposal Format

Evaluation of proposals is more efficient when Proponents respond in a similar manner. The following format and sequences 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. Title page, showing Request for Proposal number, Proponent's name and address, phone number and a contact person.
- b. Provide a Proposal covering letter. The template for this letter is Appendix A of this RFP document.
- c. Provide cost proposal as Appendix B, detailing costs per day, number of days to form your total all-inclusive fee. Appendix B must be submitted in a separate sealed envelope.
- d. A short (one to two page) summary of the key features of the proposal.
- e. Three current references with complete contact information and description of work done related to requirements of this RFP.

Any additional information including but not limited to:

- Estimated timelines and milestones
- Approach to be used to ensure cost and timeline targets are met
- Key staff member information, CV for key designers – developers

11.0 Questions and Enquiries

All enquiries related to this Request for Proposal should be directed in writing to the following Contact Person. Information obtained from any other person or source is not official and should not be relied upon. No oral conversation will affect or modify the terms of this RFP or may not be relied upon by a Proponent.

Contact Person

Stefanie Zaytsoff, Buyer

Ph: (250) 365-1209 Fax: (250) 365-6568 Email: szaytsoff@selkirk.ca

Enquiries and responses may be recorded and may be distributed to all Proponents at the discretion of SELKIRK COLLEGE. All enquiries should be received no later than January 19, 2012. The College reserves the right not to answer any questions received after such date or any questions, if deemed by Selkirk not to be pertinent. To ensure consistency and quality of information, answers to questions relevant to the interpretation of this RFP, will be distributed as an Addendum (to those submitting a Receipt Confirmation Form) without revealing the source of the enquiries. The decision to issue or not issue an addendum is entirely at the sole discretion of SELKIRK COLLEGE.

Please complete and fax APPENDIX C "Receipt Confirmation Form" as soon as possible to ensure you receive any possible further clarifications to this RFP.

12.0 Closing

Proposals (5 copies) must be received at the closing location by 2:00 pm Pacific time **February 3, 2012 at the closing location:**

*Purchasing Department
Selkirk College
301 Frank Beinder Way
Castlegar, BC V1N 4L3*

APPENDIX A: PROPOSAL COVERING LETTER

Letterhead or Proponent's name and address

Date

*Purchasing Department
Selkirk College
301 Frank Beinder Way
Castlegar, BC V1N 4L3*

Subject:

(insert name of project)

The enclosed proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal we agree to all the terms and conditions of the Request For Proposal.

We have carefully read and examined the Request For Proposal 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 the proposal and to any agreement resulting from the proposal.

Yours truly,

Signature

Name: _____

Title: _____

Legal Name of Proponent:

Date: _____

APPENDIX B: COST PROPOSAL (submit in sealed envelope separate from your proposal)

Details of rates and time allocations to complete various aspects of this project, used in arriving at the Flat Fee quoted below:

Development Aspects	# Days	Daily Rate	Sub Total

Other

Total fee (*all-inclusive except for tax) to complete project

*All-inclusive fee/no additional disbursements

Flat fee

Hourly Rate for any additional re-call work which may be required *after* project completion (i.e. for new requirements):

Signature _____

Name: _____

Title: _____

Legal Name of Proponent:

Date: _____

APPENDIX C: RECEIPT CONFIRMATION FORM

REQUEST FOR PROPOSAL NO.: _____ (insert name of project)

To receive any further information about this Request For Proposal please return this form to:

*Purchasing Department
Selkirk College
301 Frank Beinder Way
Castlegar, BC V1N 4L3
FAX 250-365-6568*

Company: _____
 Street Address: _____
 City/Province: _____ Postal Code: _____
 Mailing Address if Different: _____

 Phone Number: _____ Facsimile Number: _____
 Contact Person: _____ Title: _____
 Email: _____

Unless it can be sent by facsimile or email, further correspondence about this Request For Proposal should be sent by:

Courier collect

Provide Courier name and account no. _____

Mail _____

(Note: If neither box is ticked, further correspondence will be sent by mail)

APPENDIX D: Current State of the Basin Indicators

Pillars	Sub-Pillars	Indicators
Economic	Workforce	Population, total
		Population, by age & gender
		Dependency
		Workforce high school completion
		Education Levels
	Economy	Tourism, Visitor Information Centre Use
		Tourism, Room Revenues
		Forestry industry mill capacity
	Income	Personal Income, by gender
		Income assistance recipients, by basic benefits
		Income assistance recipients, by Guaranteed Income Supplement
	Housing	Housing Types
		Renting Households
Housing Affordability		
Home ownership affordability		
Social	Health	Life Expectancy
		Mortality Ratios
		Mortality Causes, motor vehicle deaths
		Mortality Causes, alcohol-related deaths
		Early Development Vulnerability
	Civic Engagement	Annual Charitable Donations
Safety	Serious Crime Rates	
Environmental	Land	Protected Area in Ecosystem
		Species at Risk, Mountain Caribou
		Species at Risk, White Sturgeon
	Water	Stream Flow Timing
		Water Use
		Community Waste Water Treatment
	Air	Air Quality
		Climate
Cultural	to be developed	

APPENDIX E: Geographic Layers

Regional Districts	Corridors	Local Health Areas	Communities & Surrounding Regional Districts (Sub-Corridor)	Communities			
Regional District of Fraser Fort George	Valemount & Area	Prince George LHA	Valemount & Area	Valemount			
				RDFG Area H			
Regional District of Columbia-Shuswap	Golden & Area	Golden LHA	Golden & Area	Golden			
	Revelstoke & Area	Revelstoke LHA	Revelstoke & Area	RDCS Area A			
				Revelstoke			
				RDCS Area B			
Regional District of East Kootenay	Cranbrook / Kimberley	Cranbrook LHA	Cranbrook & Area	Cranbrook			
		Kimberley LHA	Kimberley & Area	RDEK Area C			
				Kimberley			
				RDEK Area E			
	Elk Valley	Fernie LHA	Fernie & Area	Fernie & Area	Fernie		
					RDEK Area A		
					RDEK Area B		
				Sparwood	Sparwood		
				Elkford	Elkford		
	Columbia Valley	Windermere LHA	Invermere & Area	Invermere & Area	Invermere		
					RDEK Area F		
				Radium & Area	Radium & Area	Canal Flats	
						Radium Hot Springs	
Regional District of Central Kootenay	Creston Valley	Creston LHA	Creston & Area	Creston			
				RDCCK Area A			
				RDCCK Area B			
				RDCCK Area C			
	Kaslo & Area	Kootenay Lake LHA	Kaslo & Area	Kaslo			
	Nakusp & Area	Arrow Lakes LHA	Nakusp & Area	Nakusp & Area	RDCCK Area D		
					Slocan Valley	Slocan Valley	Nakusp
							RDCCK Area K
		Southwest Kootenay	Nelson LHA	Nelson & Area	Nelson & Area	New Denver	
						Silverton	
						Slocan	
						RDCCK Area H	
						Nelson	
		Salmo & Area	Salmo & Area	Salmo & Area	Salmo & Area	RDCCK Area E	
						RDCCK Area F	
	Salmo						
Castlegar LHA	Castlegar & Area	Castlegar & Area	Castlegar & Area	RDCCK Area G			
				Castlegar			
				RDCCK Area I			

Regional District of Kootenay Boundary	Trail LHA	Greater Trail	RDCK Area J	
			Trail	
			Rosland	
			Fruitvale	
			Warfield	
			Montrose	
			RDKB Area A	
	RDEK Area B			
	Boundary Country	Grand Forks LHA	Boundary Country	Grand Forks
		Kettle Valley LHA		RDKB Area C
RDKB Area D				
			RDKB Area E	

* highlighted catchment areas indicate community profile pages that will be featured within the RDI website

APPENDIX F

Service Contract

BETWEEN



301 Frank Beinder Way
Castlegar, BC V1N 4L3
Phone: 250 365-7292
Fax: 250 365-6568

Purchase Order #: _____

Please quote on invoice(s)

hereinafter called the "College"

AND

Name: _____
(hereinafter called the "Contractor")

_____ Phone

Address: _____

_____ W.C.B. Registration No.

_____ G.S.T. Registration No.

THE COLLEGE AND THE CONTRACTOR AGREE TO THE TERMS CONTAINED IN SECTION 1 THOUGH 24 INCLUSIVE ON THE REVERSE SIDE OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THE "SCHEDULES")

SCHEDULE "A" - SERVICES

(a) SERVICES

(b) TERM FROM: _____ TO: _____

SCHEDULE "B" - CONTRACT PRICE

(a) CONTRACT PRICE: _____ (b) FEES: _____
(c) RATE: _____ (d) EXPENSES: _____
(e) BILLING DATES: _____

SCHEDULE "C" - APPROVED SUBCONTRACTOR(S)

SCHEDULE "D" - INSURANCE

SCHEDULE "E" - ADDITIONAL TERMS

REPORTING

In performing the services defined herein the contractor shall report to: _____ who shall monitor the work

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the _____ day of _____, 20____

SIGNED AND DELIVERED on behalf of the College
by an authorized representative(s) of the College

SIGNED AND DELIVERED on behalf of the Contractor (or by an
authorized signatory of the Contractor if a Corporation

(Authorized Representative)

(Name of Contractor)
By: _____
(Authorized Signatory)

READ TERMS ON REVERSE SIDE

White - Contractor Pink - Finance Canary - Purchasing Goldenrod - Requisitioner

The Contractor

1. The Contractor will:
 - a. notwithstanding the date of the execution and delivery of this agreement, provide the Services (the "Services"), during the term (the "Term"), both described in Schedule "A", in an efficient, competent, timely and professional manner to the full satisfaction of the College, at the contract price established in Schedule "B" (the Contract Price) in accordance with this agreement and the terms of Schedule "E", if any;
 - b. supply all labour, materials and approvals necessary to provide the Services at its own expense;
 - c. upon request of the College, fully inform the College of the work done by the Contractor in connection with the provision of the Services and permit the College at all reasonable 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 College or, with respect to subcontractors, as approved in Schedule "C" (the "Subcontractors") provided, however, that 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 College
 - h. not provide any services for any other person or corporation which, in the reasonable opinion of the College, may give rise to a conflict of interest, and will not hire any employee of the College to perform any service covered by this agreement, and will declare any actual or potential conflict of interest;
 - i. be an independent contractor and not the servant, employee or agent of the College,
 - 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 College, with respect to the Services, provided that the Contractor will not be subject to the control of the College 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 of the College;
 - m. not in any manner whatsoever commit or purport to commit the College to the payment of any money.
 - 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 College;
 - o. indemnify and save harmless the College, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the College 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 Subcontractor of the Contractor pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the College;
 - p. during the Term, provide maintain and pay for insurance in such form and amounts, with such deductibles, according to the terms and conditions outlined in Schedule "D", as amended from time to time in accordance with directions of the College; and
 - q. make application for, obtain and remit to the College 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
 - r. at its own expense, provide the necessary compensation coverage for all employees and partners employed or engaged in providing the Services hereunder, and will comply with all conditions of the Workers' Compensation Act and regulations thereunder. Upon request, the contractor will provide the College with proof of such compliance.

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 Schedule "B" as the "Rate".
4. The Contractor will submit written statement of account (invoice) to the College commencing no sooner than the date set out in Schedule "B" as the "Billing Date" and thereafter as specified in Schedule "B"

The College

5. The College 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 Schedule "B" 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 College completely against any lien or claim of lien arising in connection with the provision of the Services; and make
 - c. available to the Contractor all available information considered by the College to be pertinent to the Services.

Termination

6. In the event of a substantial failure of a party to comply with the provisions of this agreement, it may be terminated by the other party on 5 days written notice.
7. The College 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 College of all of its liability to the Contractor under this agreement
8. Where this agreement is terminated before 100% completion of the Services, the College 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 College prior to termination.
9. Where the Contractor fails to comply with the provisions of this agreement, the College may, in addition to terminating this agreement, pursue such remedies as it deems necessary.

Force Majeure

10. The College shall not be liable for any damage, breach of contract, or reach of covenant contained in this contract, due to cause beyond control of the College, and in particular, (but not so as to restrict the generality of the foregoing) it shall not be liable for damage or breach caused by act of God, acts of military or civil authorities, war riot or civil disobedience, fire, explosion, strikes, lock outs or other labour unrest, including picketing, (whether lawful or not), nor shall it be liable for damages or breaches of covenant or contract caused by its being or breaches of covenant or contract caused by its being unable to obtain labour, in any event, under any circumstances whatever, be liable for consequential damage or special damages to any person arising by reason of any of the aforesaid matters.
It is further expressly agreed by the parties that should legislation and/or budgetary direction by the Ministry of Education or Ministry of Finance or other duly constituted governmental authority, adversely affect either party to this Agreement so as to frustrate the intent of this Agreement, or any part thereof, then this Agreement may, at the option of the party deeming itself adversely affected, be at an end and void, and, and in such case neither party shall assess any penalty or take any action against the other to enforce this Agreement or bring action for damages arising therefrom. In any event, should the College be of the opinion that this Agreement cannot continue due to circumstances beyond its control and jurisdiction, it shall thereupon be, at the option of the College, terminated and at an end and no action of any sort shall be taken against the College as a result thereof.

General

11. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
12. Time will be of the essence in this agreement.
13. 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.
14. This agreement will be binding upon the College and its assigns and the Contractor, its successors and permitted assigns.
15. 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 College and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this agreement.
16. This document becomes the property of the College, and as such will be subject to the disclosure provisions of the Freedom of Information and Privacy Act.
17. Any material and/or any property provided by the College to the Contractor or subcontractor will:
 - a. be the exclusive property of the College; and
 - b. be delivered by the Contractor to the College immediately upon the College giving notice of such request to the Contractor.

Copyright & Records

18. Any and all reports, documents, software, or other items of any nature whatsoever, created by the contractor in the performance of this contract, whether completed or not shall be delivered to Selkirk College upon request or upon completion of this contract. Selkirk College shall own all patents and copyrights in any work created by the contractor during the performance of the contract.
19. Notwithstanding any other provision of this agreement, the payment of money by the College to the Contractor pursuant to this agreement is subject to the provisions of the Financial Administration Act.
20. The Schedules form an integral part of this agreement.
21. Where the Contractor is a corporation, the Contractor hereby represents and warrants to the College that the signatory has been duly authorized by the Contractor to enter into this agreement without corporate seal on behalf of the corporation.
22. 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.
23. This agreement, and any amendment made pursuant to section 20, constitute the entire agreement between the parties.
24. Sections 1 (c), (h), (i), (o), (q), 16 and 17 of this Agreement will, notwithstanding the expiration or earlier determination of the Term, remain and continue in full force and effect.