



Request for Proposal
For
CTEM Website Development and Implementation

Request for Proposals No.: **RFP CTEM Website 2021**

Issued: **September 03, 2021**

Submission Deadline: **September 17, 2021 – 2:00pm PST**

TABLE OF CONTENTS

DEFINED TERMS	3
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	4
1.1 Invitation to Proponents	4
1.2 RFP Contact.....	4
1.3 Nature of RFP Process.....	4
1.4 Type of Contract for Deliverables	4
1.5 No Guarantee of Volume of Work or Exclusivity of Contract.....	4
1.6 RFP Timetable.....	4
1.7 Submission of Proposals.....	5
PART 2 – PROPOSAL DETAILS	6
2.1 Overview CTEM	6
2.2 Scope of Work	6
2.3 Proposal Requirements.....	7
PART 3 – EVALUATION AND NEGOTIATION	9
3.1 Stages of Evaluation and Negotiation	9
3.2 Stage I – Mandatory Submission Requirements	9
3.3 Stage II – Evaluation	9
3.4 Stage III – Pricing.....	9
3.5 Stage IV – Concurrent Negotiations and BAFO	9
3.6 Stage V - Contract Negotiations	9
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS	11
4.1 General Information and Instructions.....	11
4.2 Communication after Issuance of RFP.....	11
4.3 Conflict of Interest and Prohibited Conduct.....	12
4.4 Confidential Information.....	13
4.5 Procurement Process Non-binding	13
4.6 Governing Law and Interpretation.....	14
APPENDIX A – AGREEMENT EXAMPLE	15

DEFINED TERMS

In this RFP the following terms have the meanings set out below:

BAFO means Best and Final Offer.

Business Day means any working day between **8:30** a.m. and **4:30** p.m. Pacific time, Monday to Friday inclusive, but excluding statutory and other holidays on which the Organization has elected to be closed for business.

Conflict of Interest has the meaning ascribed to it in Appendix B – Submission Form.

Deadline for Questions means the date set out in the schedule in Section 1.6 of this RFP.

Deliverables means the goods and services to be delivered under the Master Agreement, as described in detail in Part 2.

Organization means B.C. Centre of Training Excellence in Mining or its host, Coast Mountain College.

RFP means this Request for Proposals.

RFP Contact means the individual identified in Section 1.2.

Submission Deadline means the date and time set out in Section 1.6 of this RFP.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

The B.C. Centre of Training Excellence in Mining (Organization) welcomes submissions of a proposal with a detailed quoted for the development of the Organization’s new website, additional details are provided in Part 2.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Cara Lenoir, Project Manager, CTEM
email: info@bc-ctem.ca

If there are questions regarding the RFP, please contact the e-mail listed above. CTEM responses to questions will be shared with all interested proponents.

1.3 Nature of RFP Process

This is a negotiated RFP and is not a legally binding tender. Further, this document does not give rise to a formal bidding contract (commonly referred to as “Contract A”). Proponents should note that, as further detailed in this RFP, a proposal may be withdrawn at any time.

1.4 Type of Contract for Deliverables

The selected proponent(s) will be requested to enter into negotiations to finalize a Master Agreement with the Organization for the provision of the Deliverables in the form attached as Appendix A to the RFP. Note that there are specifications for WorkSafe and insurance outlined in Appendix A that are a requirement. Additionally, the B.C. Centre of Training Excellence is hosted by Coast Mountain College and the legal contract will reflect the relationship.

1.5 No Guarantee of Volume of Work or Exclusivity of Contract

The Organization makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement with the selected proponent may not be an exclusive contract for the provision of the described Deliverables.

1.6 RFP Timetable

Issue Date of RFP	September 03, 2021
Deadline for Questions	September 14, 2021 – 2:00pm PST
Submission Deadline	September 17, 2021 – 2:00pm PST
Anticipated Initial Ranking and Commencement of Concurrent Negotiations	September 20, 2021
Contract Negotiation Period	four business days
Anticipated Execution of Agreement	September 24, 2021

The RFP timetable is tentative only, and may be changed by the Organization at any time.

1.7 Submission of Proposals

1.7.1 Proposals to be Submitted in Prescribed Manner

Proposals should be submitted as an attachment to:

Email: info@bc-ctem.ca

Proposals are to be prominently marked with the RFP (see RFP cover page), and with the full legal name and return address of the proponent and with the Submission Deadline.

1.7.2 Proposals to be Submitted on Time

Proposals should be submitted in the manner set out above on or before the Submission Deadline. Proposals received after the Submission Deadline will be rejected.

1.7.3 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by the same method as prescribed for submission of proposals. The proponent should re-submit a full and complete proposal.

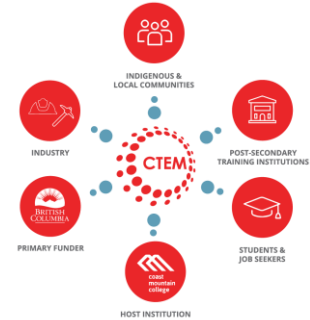
1.7.4 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a Master Agreement, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Organization is under no obligation to return withdrawn proposals.

PART 2 – PROPOSAL DETAILS

2.1 Overview CTEM

B.C. Centre of Training Excellence in Mining (CTEM) is a province-wide virtual hub that facilitates collaborative and innovative training opportunities for the British Columbia mining industry (inclusive of mineral exploration, mining and aggregate operations), job seekers, and communities. CTEM connects industry, students, job seekers, training providers, and communities to meet their respective needs by playing a leading role in understanding industry skills requirements, facilitating industry-driven training, building alliances, and supporting partners. CTEM is funded primarily through grants from the Government of British Columbia with industry support and generous donations of time and expertise from partners and volunteers.



Established under the leadership of the Ministry of Advanced Education, Skills and Training, CTEM is a non-profit organization. It is overseen by Advisory and Executive Councils. It is hosted by Coast Mountain College (previously Northwest Community College) and as such, the contract will be held with Coast Mountain College and the project will be administered by CTEM representatives.

CTEM lives by six key values:

- Collaborative. CTEM seeks different opinions, ideas, points of view and like-minded partners to support its vision.
- Inclusive. CTEM is accessible, conducts outreach, brings stakeholders into the organization and ensures stakeholders feel they belong and are valued.
- Innovative. CTEM is adapting to changes in the industry and is responsive to training needs in the sector.
- Supportive. CTEM is supportive to the economy, industry, and people to be inclusive of all British Columbians.
- Responsive. CTEM is responsive to the needs of communities and trends of the sector. CTEM is flexible and agile as an organization.
- Respectful. CTEM is respectful to communities, partners, and individuals, including staff and Council members.

2.2 Scope of Work

B.C. Centre of Training Excellence in Mining (CTEM) is exploring designing a new website to be initiated in September and launched by end-of November 2021. The new website design will be done separately from the current website as a staging site for review, while the current site remains live. Once approved, the newly built website will be migrated over.

It is desired to have a modular website that prioritizes key sections of the website for completion by end-of November 2021 with the ability to easily and independently update and add additional content as needed (e.g. new Advisory Council members, partners, project pages). Branding colours and logo will be provided.

The proponent is to provide a detailed scope of work (with timeline) and corresponding detailed quote. Clarification of prioritized current website content and any new content to be developed is necessary.

2.3 Proposal Requirements

2.3.1 Proponent Identification

Include a brief description of the proponent with the following information:

- a. Full legal name of proponent
- b. Any other relevant name under which the proponent carries on business
- c. Street address
- d. City, Province, postal code
- e. Phone number
- f. Company incorporation number
- g. WorkSafeBC #
- h. Company website
- i. Confirmation of insurance (as outlined in Appendix A)
- j. Proponent contact (phone and e-mail)

2.3.2 Proponent Experience and Qualifications

Quality and professionalism of the deliverable is important to CTEM. Include the following:

- a description of similar scope of works the proponent has previously delivered and/or is currently delivering,
- example list (with urls) of up to five relevant websites that the proponent has developed,
- a description of the team and working ethos established,
- list of all individuals with short bios that will work on the project,
- highlight work with Indigenous individuals/organization and non-profit organizations,
- explain the proponent's values and alignment with CTEM values,
- list of up to three references.

Proponents and all of their employees and contractors must be legally able to work, reside in British Columbia, and have the ability to communicate in English.

2.3.3 Proponent Proposed Scope of Work and Timeline

A clear and concise scope of work is required to understand the process for creating the deliverable. The following is to be confirmed:

- a description of how the proponent will provide the Deliverables and how the proponent intends to structure its working relationship with the Organization,
- number of pages and hierarchy to be included (reference the current website for key content),
- clarification on content revision and development,
- recommendations on sourcing imagery,
- number of and examples of wireframes that will be utilized,
- confirm which CMS is recommended,
- confirm costs for hosting (if recommended) or migration if using current host,
- a timeline with responsibilities,
- additional relevant details.

2.3.4 Proponent Quotation

A detailed quote that clearly aligns with the scope of work and timeline is required.

Price must be provided in Canadian funds, inclusive of all applicable duties and taxes except for goods and services tax (GST) and provincial sales tax (PST), each which shall be itemized separately; and

Price quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Member, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2.3.5 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting %	Minimum Threshold
Experience and Qualifications	30	20
Relevant Scope of Work	30	20
Quality of Proposal	10	5
Indigenous Working and Content Experience	10	5
Pricing	20	10
Total Points	100	50

PART 3 – EVALUATION AND NEGOTIATION

3.1 Stages of Evaluation and Negotiation

An evaluation team consisting of representatives from the B.C. Centre of Training Excellence in Mining (the “Evaluation Team”) will conduct the evaluation of proposals in the following outlined below.

3.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. The mandatory submission requirements are as set out below.

- Proposals are submitted in English
- Proponents must be a legally established company, based in BC with:
 - Company incorporation number
 - WorkSafeBC #
 - Insurance as per Appendix A

Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be disqualified and will not be considered or evaluated further.

3.3 Stage II – Evaluation

Stage II will consist of the Evaluation Team confirming mandatory submission requirements and evaluating each qualified proposal on the basis of the rated criteria as set out in the RFP.

3.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal. The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

3.5 Stage IV – Concurrent Negotiations and BAFO

3.5.1 Initial Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores.

3.5.2 Concurrent Negotiations and BAFO Process

The Organization may invite the top **two or three** ranked proponents to enter into concurrent negotiations. During these concurrent negotiations, the Organization will provide each proponent with any additional information and will seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its BAFO to the Organization.

3.5.3 Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be evaluated against the criteria set out in the RFP and will be assigned a final ranking using the same process set out above. The top-ranked proponent based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the Agreement with the Organization.

3.6 Stage V - Contract Negotiations

3.6.1 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 4) and will not constitute a legally binding offer to enter into a contract on the part of the Organization

or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Organization and the selected proponent. Note that the B.C. Centre of Training Excellence is hosted by Coast Mountain College and the legal contract will reflect the relationship.

Negotiations may include requests by the Organization for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Organization for improved pricing or revisions to the proposed scope from the proponent.

3.6.2 Time Period for Negotiations

The Organization intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Organization invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

3.6.3 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Organization may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Organization elects to cancel the RFP process.

3.6.4 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the Organization and a proponent, the other proponents will be notified of the outcome of the procurement process.

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP.

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

4.1.4 References and Past Performance

In the evaluation process, the Evaluation Team may consider information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts.

4.1.5 Information in RFP Only an Estimate

The Organization makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP. Any quantities shown or data contained in this RFP are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

4.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and delivery of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.1.7 Proposal to be Retained by the Organization

The Organization will not return the proposal or any accompanying documentation submitted by a proponent.

4.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or the New West Partnership Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Organization is under no obligation to provide additional information, and the Organization is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Organization is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

4.2.2 Verify, Clarify and Supplement

When evaluating proposals, the Organization may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP. The Organization may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

4.2.3 Notification to Other Proponents

Once an agreement is executed by the Organization and a proponent, the other proponents will be notified of the outcome of the procurement process.

4.3 Conflict of Interest and Prohibited Conduct

4.3.1 Conflict of Interest

The Organization may disqualify a proponent for any conduct, situation or circumstances, determined by the Organization, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.3.2 Disqualification for Prohibited Conduct

The Organization may disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the Organization determines that the proponent has engaged in any conduct prohibited by this RFP.

4.3.3 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

4.3.4 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

4.3.5 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, officials or other representatives of the Organization; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

4.3.6 Past Performance or Past Conduct

The Organization may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process of the Organization or any other Member, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or

- (c) any conduct, situation or circumstance determined by the Organization, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

4.4 Confidential Information

4.4.1 Confidential Information of the Organization

All information provided by or obtained from the Organization in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Organization and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Organization; and
- (d) must be returned by the proponent to the Organization immediately upon the request of the Organization.

4.4.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Organization. The confidentiality of such information will be maintained by the Organization, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the Organization's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the Organization Contact.

4.5 Procurement Process Non-binding

4.5.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Organization nor any other Member will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

4.5.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Organization by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.5.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the

proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Organization to enter into an Agreement.

4.5.4 Cancellation

The Organization may cancel or amend the RFP process without liability at any time.

4.6 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The proponent agrees that it will attorn to the exclusive jurisdiction of the British Columbia courts and that any action or proceeding relating to this RFP process must be brought in a court of competent jurisdiction in the Province of British Columbia.

APPENDIX A – AGREEMENT EXAMPLE

For Internal Use Only
CMTN CONTRACT NO.: _____
FILE NO.: _____
PROJECT: _____



SERVICE CONTRACT (General)

OWNER	AND	CONTRACTOR
Coast Mountain College		_____
5331 McConnell Avenue		_____
Terrace, BC		_____
V8G 4X2		_____
Contact: _____		Contact: _____

SCHEDULE "A" – SERVICES

(a)	See attached Schedule "A"
(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

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to Coast Mountain College:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include to Coast Mountain College as an additional insured,
 - (ii) be endorsed to provide to Coast Mountain College with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of to Coast Mountain College.
3. The Contractor must provide Coast Mountain College with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to Coast Mountain College evidence of all required insurance in the form of a completed Certificate of Insurance;

(b) if any required insurance policy expires before the end of the Term, the Contractor must provide to Coast Mountain College within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Certificate of Insurance; and

(c) despite paragraph (a) or (b) above, if requested by Coast Mountain College at any time, the Contractor must provide to Coast Mountain College certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

SCHEDULE "E" - ADDITIONAL TERMS

TERMS OF SERVICE CONTRACT (GENERAL)

CONTRACTOR'S OBLIGATIONS

1.
You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in Schedule A, regardless of the date of execution or delivery of this agreement.
2.
You must supply and pay for all labour, materials and approvals necessary or advisable to provide the Services.
3.
You must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4.
You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5.
You must comply with our instructions in performing the Services, but not as to the manner in which those instructions are carried out except as specified in this agreement.
6.
You must, upon our request, fully inform us of all work you do in connection with providing the Services.
7.
You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to us.
8.
You must permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the "Material"), including, without limitation, accounting records, findings, software, data, specifications, drawing, reports, and documents, whether complete or not.
9.
You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law, including the Freedom of Information and Protection of Privacy Act.
- 10.

The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.

11.
The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
12.
You must maintain and pay for insurance on the terms, including form, amounts, and deductibles outlined in Schedule D if any, as modified from time to time in accordance with our directions.
13.
You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this agreement.
14.
You must comply with all applicable laws.
15.
You must indemnify and save harmless us and our employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified person may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, except liability arising out of any independent negligent act by us.
16.
Without limiting the generality of section 14, you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
17.
You must apply for and maintain Personal Optional Protection insurance (consisting of income replacement and medical care coverage) during the Term at your expense if:
 - (a) you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such Personal Optional Protection insurance is available from WorkSafeBC or other sources.

18.

Within 10 Business Days of being requested to do so by the College, you must provide the College with evidence of your compliance with sections 16 and 17.

19.

You must not assign your rights under this agreement without our prior written consent.

20.

You must not subcontract any obligation under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontractor, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor fully complies with this agreement in performing the subcontracted Services.

21.

You must not provide any services to any person in circumstance which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.

22.

You must not do anything that would result in personnel you hire being considered our employees.

23.

You must not commit or purport to commit us to pay any money except as authorized by this agreement.

PAYMENT

24.

We must pay you the Fees described in Schedule B. We must pay you for expenses in accordance with Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services. We are not obligated to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

25.

You must submit written statements of account to us, but no sooner than the dates referred to in Schedule B as the "Billing Dates".

26.

We may withhold from any payment due to you an amount sufficient to indemnify us against any lien claim that could arise in connection with the provision of the Services.

27.

Unless otherwise specified in this agreement, all references to money are to Canadian dollars.

TERMINATION

28.

We may terminate this agreement for any reason on giving 10 days' written notice of termination to you. If we do so for any reason other than your failure to comply with this agreement, we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.

29.

If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

30.

You are an independent contractor and not our employee, agent or partner.

31.

If you are a corporation, you represent and warrant to us that you have authorized your signatory to enter into and execute this agreement on your behalf without affixing your common seal.

32.

We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

33.

This agreement is governed by and is to be construed in accordance with the laws of British Columbia.

34.

Time is of the essence in this agreement.

35.

Any notice contemplated by this agreement, to be effective, must be in writing and either:

- (a) sent by fax to the addressee's fax number specified in this agreement, or
- (b) delivered by hand to the addressee's address specified in this agreement, or
- (c) mailed by prepaid registered mail to the addressee's address specified in this agreement.

Any notice mailed in accordance with subsection (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

36.

A waiver of any term of this agreement or of any breach by you of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.

37.

No modification of this agreement is effective unless it is in writing and signed by the parties.

38.

This agreement and any other modification of it constitute the entire agreement between the parties as to performance of the Services.

39.

All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.

40.

Sections 6, 8, 9, 10, 11, 13, 15 and 18 continue in force indefinitely, even after this agreement ends.

41.

The schedules to this agreement are part of this agreement.

42.

If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.

43.

In this agreement, "we", "us", and "our" refer to Coast Mountain College alone and never refer to the combination of the Contractor

and Coast Mountain College-; that combination is referred to as "the parties".

44.

Signing: This (document) may be signed by the parties hereto in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same document. Transmission of a copy of this resolution by means of a fax or attached as an electronic image (PDF, TIF, etc.) to electronic email shall be as effective as delivery of a manually signed counterpart hereof.

The parties have duly executed this agreement as of the _____ day of _____ 20__.

SIGNED AND DELIVERED on behalf of
Coast Mountain College.

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

(Coast Mountain College Signatory)

(Authorized Signatory)

(Name & Title)

(Name & Title)