



Workers' Compensation Board of British Columbia

Corporate and Health Care Purchasing

***Request for Proposal (RFP)
for***

Externally Hosted Email Gateway Services

RFP #029-2009

Issue Date: June 19, 2009

Proposal Closing Date and Time:

**2:00 PM – Pacific Time on
July 08, 2009**

Per WorkSafeBC Security/Corporate and Health Care Purchasing Time Clock
Proposals received after the deadline may be rejected.

Proponents are requested to deliver and ensure proposals are received and time/date stamped at:

Mail / Courier / By Hand:
Worker and Employer Services –
Main Entrance/Security Desk
WorkSafeBC
6951 Westminster Highway
Richmond, BC V7C 1C6
Attn: Corporate and Health Care Purchasing

Electronically

Electronic copies of the RFP may be submitted in accordance with the BC Bid instructions for e-bidding.
Only pre-authorized e-bidders registered on the BC Bid system will be able to submit electronic bids.

➡Email & Fax responses will NOT be accepted.

TABLE OF CONTENTS

SECTION I - INSTRUCTION TO PROPONENTS	1
1 REQUEST FOR PROPOSAL SUMMARY	1
2 PROPOSAL CLOSING AND DELIVERY INSTRUCTIONS	1
3 HOW TO SUBMIT YOUR PROPOSAL	2
4 SUBMISSION CONDITIONS	2
5 REQUESTS FOR ELECTRONIC COPY OF RFP.....	2
6 WITHDRAWAL OF PROPOSALS	3
7 CLARIFICATION	3
8 INELIGIBILITY OF PROPOSALS.....	4
9 PROPOSAL SIGNING	4
10 CONTRACT DOCUMENTS.....	4
11 TAXES	5
12 PROPOSAL COSTS	5
13 LIMITATION OF DAMAGES.....	5
14 LIABILITY FOR ERRORS	5
15 COMPLIANCE.....	5
16 ASSESSMENT REGISTRATION	5
17 ENTIRE AGREEMENT	6
18 ACCEPTANCE OF PROPOSAL	6
19 NEGOTIATION PRIVILEGE.....	6
20 AWARD OF PROPOSAL	7
SECTION II - GENERAL TERMS AND CONDITIONS.....	8
1 GOVERNING LAW / JURISDICTION	8
2 REVIEW	8
3 PAYMENT TERMS	8
4 RIGHT OF SET-OFF.....	8
5 RECORDS	8
6 INDEPENDENT CONTRACTOR	9
7 CONFIDENTIALITY AND FREEDOM OF INFORMATION.....	9
8 INFORMATION SECURITY AND AUDIT.....	10
9 ASSIGNMENT AND SUB-CONTRACTING	10
10 SOLICITING OF EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS.....	11
11 CONFLICT OF INTEREST	11
12 INDEMNITY	11
13 TERMINATION	11
.1 TERMINATION FOR CAUSE:	11
.2 TERMINATION FOR CONVENIENCE:	12
14 SECURITY	12
15 INSURANCE.....	12
16 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS	12
17 THREAT AND HAZARD.....	13
18 STANDARDS OF CONDUCT.....	13
19 FORCE MAJEURE.....	13
SECTION III - SPECIFICATIONS	14
1. MANDATORY REQUIREMENTS.....	14
2. GENERAL REQUIREMENTS	16
3. VALUE ADDED SERVICES.....	16
SECTION IV - EVALUATION CRITERIA AND PROCESS.....	17
SECTION V - RESPONSE REQUIREMENTS	18
SECTION VI - PROPOSAL FORM RFP #029-2009.....	19

TABLE OF CONTENTS

APPENDIX A - REFERENCES.....20
APPENDIX B - WORKSAFEBC OVERVIEW21

SECTION I - INSTRUCTION TO PROPONENTS

This section defines the proposal preparation and submission procedures that are to be followed by all Proponents. Proponents are cautioned to carefully read and follow the procedures required by this proposal, as any deviation from these requirements may be cause for rejection.

Workers' Compensation Board of BC herein referred to as "WorkSafeBC".

1 REQUEST FOR PROPOSAL SUMMARY

WorkSafeBC is seeking competitive proposal from qualified Proponents to provide an Externally Hosted Email Gateway Services. The services must be hosted in Canada.

The contract resulting from this Request for Proposal will be for a term of three (3) year with option to renew for two (2) additional years on a year-to-year basis. Any renewal will be at the discretion of WorkSafeBC.

2 PROPOSAL CLOSING AND DELIVERY INSTRUCTIONS

- .1 The Closing Date for this Request for Proposal is **July 8, 2009 at 2:00 PM per WorkSafeBC Security/Corporate and Health Care Purchasing Time Clock (Pacific Time)**.
- .2 Proposals received after the deadline may be rejected.
- .3 WorkSafeBC requests that proposals be delivered by **one** of the following methods:

Hardcopies:

- **One (1) original plus two (2) copy of the proposal in hardcopy, and**
- Please ensure proposals are delivered in an envelope identified with the name and address of the Proponent, **addressed to WorkSafeBC, Attn: Corporate and Health Care Purchasing**; with the **RFP number and closing date** clearly identified on the outside of the package to the following address:

**Worker and Employer Services – Main Entrance/Security Desk
WorkSafeBC
6951 Westminster Highway
Richmond, BC V7C 1C6
Attn: Corporate and Health Care Purchasing**

Electronically through BC Bid:

- An electronic copy of the response will only be accepted in MS Word or Adobe PDF format, Microsoft Office 2003 or earlier.
- 6 MB maximum file size.
- Please ensure that the entire proposal is submitted as a single file, except for the RFP Proposal Form which requires a signature, digital signatures are acceptable.
- ZIP or like files will not be accepted.

- WorkSafeBC will NOT accept any responsibility for failure to receive or the inability to read any submission for any reason including technical issues, data corruption, failure as a result of BC Bid security system, or failure for any other reason.

.4 **Fax Proposals** will NOT be accepted.

3 HOW TO SUBMIT YOUR PROPOSAL

.1 Proponents are requested to complete and return all the following by proposal closing time:

- **WorkSafeBC Proposal Form contained in Section VI of this RFP and**
- **RFP Response Requirements**
- **Any appendices, if requested**

Proponents are not required to return sections containing the general and specific terms and conditions of this RFP as applicable.

4 SUBMISSION CONDITIONS

- .1 It is the Proponents' responsibility to ensure that they have received a complete set of documents as listed by the page numbers. By submitting a proposal, the Proponents verify that they have received a complete set of proposal documents including any and all addenda.
- .2 Any additions and/or deletions after proposal closing time will not be accepted by WorkSafeBC.
- .3 Proponents have the sole responsibility to allow sufficient time for the delivery of their proposals by closing date and time as per WorkSafeBC Security/Corporate and Health Care Purchasing time clock (Pacific Time). Proposals received after proposal closing time may be returned to the Proponent unopened.
- .4 Proposals will be opened privately after the proposal closing time.
- .5 WorkSafeBC is subject to the *Freedom of Information and Protection of Privacy Act (FIPPA)* and as such all submissions to this RFP will become the property of WorkSafeBC and as such will be held in confidence by WorkSafeBC subject to the FIPPA disclosure provisions. Any clauses in a document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this RFP the Proponent will be deemed to have accepted this term.
- .6 Except as provided in the Withdrawal of Proposals clause, proposals shall be irrevocable and shall remain open for acceptance by WorkSafeBC for a period of **60** calendar days after the proposal closing date.

5 REQUESTS FOR ELECTRONIC COPY OF RFP

- .1 It is the responsibility of the Proponents who retrieve or download this RFP document from the BC Bid website (www.bcbid.gov.bc.ca), or the WorkSafeBC website (www.worksafebc.com – reference Bid Opportunities), to ensure they monitor these sites for any addendum to the RFP document issued up to and including the closing date.

- .2 For requests of electronic copies of this Request for Proposal, please contact Jason Lin at (604) 232-1838 or purchase@worksafebc.com and provide the appropriate RFP number, your name, phone number and email address.
- .3 Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Submission.

6 WITHDRAWAL OF PROPOSALS

The Proponent may withdraw its proposal at any time prior to the proposal closing time by submitting a written withdrawal letter. Proponents are requested to submit the letter to the appropriate Purchasing Officer of WorkSafeBC Corporate and Health Care Purchasing and the proposal will be returned unopened.

7 CLARIFICATION

- .1 Any question related to the proposal must be directed to the Purchasing Officer whose name appears below. The Proponents shall **not** contact or ask questions of the WorkSafeBC department for which the contract is being procured, unless so directed elsewhere in this document.

PROPOSAL INQUIRIES:

Nancy Tse, Senior Purchasing Officer

WorkSafeBC Corporate and Health Care Purchasing

Phone #: 604-279-7636

Fax #: 604-276-3260

Email: purchase@worksafebc.com

- .2 The Proponent is requested to submit in writing by fax or email (604-276-3260/purchase@worksafebc.com) any questions regarding the specifications, discrepancies, omissions or any apparent ambiguities to the attention of WorkSafeBC not less than three (3) working days before proposal closing time.
- .3 The question shall be reviewed, and where the information sought is not already clearly indicated, WorkSafeBC shall issue an addendum to all Proponents which shall become part of the contract documents.
- .4 Addenda are the only means of verifying, clarifying, or changing any of the information contained in this Request for Proposal. No employee or agent of WorkSafeBC, other than a member of the Corporate and Health Care Purchasing is authorized to change the content of this proposal and/or any addenda. It is requested that receipt of all addenda be acknowledged in the space provided on the Proposal Form.
- .5 WorkSafeBC will not grant requests for individual meetings in person with Proponents to answer any question before the closing deadline or before contract award, unless otherwise indicated in this document.

8 INELIGIBILITY OF PROPOSALS

It is essential that your proposal thoroughly address and complete each requirement identified in the proposal:

- .1 Incomplete proposals may be declared "non-responsive";
- .2 Proposals that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid;
- .3 Where there is a discrepancy, written amounts shall take precedence over figure amounts.
- .4 WorkSafeBC considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WorkSafeBC and any contractor involved in such litigation is ineligible to submit a bid.

9 PROPOSAL SIGNING

It is requested that the WorkSafeBC Proposal Form contained in Section VI be executed by a principal duly authorized to bind contracts on behalf of the company. It is requested that the Proponent's legal name and the capacity in which the signing officer acts be against the signature. Proposal forms that do not contain an authorized signature may be rejected.

10 CONTRACT DOCUMENTS

- .1 Proponents are requested to identify proposals with the designated proposal number as indicated.
- .2 The following list of documents, and any other documents that may be incorporated by agreement of the parties shall comprise the contract documents, which are collectively referred to in this Request for Proposal:
 - the General Terms and Conditions and Specific Terms and Conditions appearing as part of this document;
 - the Specifications appearing as part of this document;
 - the Proposal Form and RFP Response, as submitted by the Proponent;
 - WorkSafeBC's standard form of contract; and/or purchase order and
 - any addenda issued prior to the closing of the RFP
- .3 WorkSafeBC assumes the Proponents acceptance of the general and specific terms and conditions unless the response clearly indicates otherwise. WorkSafeBC reserves the right to negotiate, accept or reject Proponents changes to the general and the specific terms and conditions.
- .4 Where the terms and conditions of WorkSafeBC's standard form of contract conflict with those of any other contract document, the terms and conditions of the WorkSafeBC's standard form of contract will prevail.

11 TAXES

- .1 **Provincial Sales Tax (“PST”):** WorkSafeBC is subject to the PST when and/where applicable. Proposal net pricing is **not** to include PST.
- .2 **G.S.T. Certification Clause:** The goods and/or services ordered/purchased hereby are for the use of, and are being purchased by, WorkSafeBC and are therefore *not* subject to the Goods and Services Tax.

12 PROPOSAL COSTS

All costs incurred in the preparation and delivery of proposals are the responsibility of the Proponent and are not chargeable to WorkSafeBC.

13 LIMITATION OF DAMAGES

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

14 LIABILITY FOR ERRORS

While WorkSafeBC has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

15 COMPLIANCE

- .1 Proponents agree to comply with all laws and regulations affecting this proposal document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated by inference.
- .2 Please note that proposal documents are subject to the Freedom of Information and Protection of Privacy Act and may be subject to disclosure under that Act.

16 ASSESSMENT REGISTRATION

If under the Workers Compensation Act of British Columbia, your firm as an employer must be registered with WorkSafeBC, as a condition of contract award the firm shall be registered and in good standing with WorkSafeBC.

If under the Workers Compensation Act of BC, it is optional for you or your company to be registered with WorkSafeBC, as a condition of contract award you may be required to register.

If you cannot register with WorkSafeBC as you are considered a worker per the Workers Compensation Act, you must obtain a “worker letter” verifying that you cannot be registered from WorkSafeBC Assessments. This letter must be included with your proposal. For further information contact WorkSafeBC Employer Registration at (604) 244-6182 or www.worksafebc.com.

For out-of-province firms carrying on business in BC “temporarily”, registration requirements are determined based on the number of occasions the firm enters (or intends to enter) into the province per WorkSafeBC Assessment Policy AP1-38-1 Temporary Employers. The successful Proponent is responsible to determine their eligibility by contacting WorkSafeBC Employer Registration at (604) 244-6182.

17 ENTIRE AGREEMENT

The Proponent may be requested to sign an agreement with WorkSafeBC as set out in the Contract Documents section of this document. That agreement, together with the documents referenced in the Contract Documents section of this document shall be known as the Contract, and will constitute the entire agreement between the parties and supercede all prior verbal negotiations and representations.

18 ACCEPTANCE OF PROPOSAL

- .1 WorkSafeBC is not bound to award to any Proponent or to the lowest qualified Proponent. The awarding of the RFP (if any) will be made upon all the evaluation criteria disclosed in this RFP and shall be in the owner's sole discretion, based upon the best overall value to WorkSafeBC.
- .2 This proposal is subject to WorkSafeBC Executive approval and funding. Should all proposals exceed WorkSafeBC's set budget or not receive approval, WorkSafeBC reserves the right not to accept any proposals.
- .3 WorkSafeBC considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WorkSafeBC and any contractor involved in such litigation is ineligible to have its bid accepted.
- .4 The right is reserved, as the interests of WorkSafeBC may require, to reject any or all proposals or to waive any minor irregularity or non-compliant issues in proposals received.

19 NEGOTIATION PRIVILEGE

It is the intent of WorkSafeBC to ensure WorkSafeBC has the flexibility it needs to arrive at a mutually agreeable final contract. Negotiations may be held with the first potential Proponent including, but not limited to, matters such as:

- Price adjustments;
- Minor changes to scope of work;
- Contract details;
- Contract payment details; and
- Service requirements.

It is not the intent of WorkSafeBC to allow for new or significantly altered proposals.

If a written contract cannot be negotiated with the Proponent who receives the highest score in the evaluation, WorkSafeBC reserves the right to terminate negotiations with that Proponent and negotiate a contract agreement with the next highest ranked Proponent, or may choose to terminate the RFP process and not enter into a contract with any of the Proponents.

WorkSafeBC shall not be obligated to any Proponent in any manner until a written contract has been duly executed.

20 AWARD OF PROPOSAL

Proponents are invited to visit the “**WorkSafeBC website**” (www.worksafebc.com – reference Bid Opportunities, Bid status and contract awards) to determine the status (Open, Closed, Awarded) of this Request for Proposal.

WorkSafeBC Corporate and Health Care Purchasing will notify the successful Proponent(s) and may issue a WorkSafeBC Contract or purchase order.

SECTION II - GENERAL TERMS AND CONDITIONS

These Terms and Conditions will normally form part of any contract entered into with a successful Proponent as a result of this RFP process.

1 GOVERNING LAW / JURISDICTION

This RFP shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this RFP.

2 REVIEW

WorkSafeBC shall perform a regular review of the relationship to ensure service is satisfactory. If any deficiencies in service or support are encountered, WorkSafeBC has the option of terminating this relationship at any time. The judgment as to those deficiencies is at the sole discretion of WorkSafeBC.

3 PAYMENT TERMS

WorkSafeBC's payment terms are net thirty (30) days of the invoice date.

WorkSafeBC offers and encourages the use of electronic funds transfer (EFT) for its Contractors. Successful Contractors who are awarded a contract will be presented with an option to initiate an EFT request with their contract documents.

4 RIGHT OF SET-OFF

If, under this Agreement, or any document delivered under this Agreement, WorkSafeBC becomes obligated or liable to pay any money to the successful Proponent, that sum may at the election of WorkSafeBC, and without limiting or waiving any right or remedy against the successful Proponent, hereunder be set-off against and applied to any amounts which are due and owing by the successful Proponent to WorkSafeBC pursuant to the Workers Compensation Act, until that amount has been completely set-off.

5 RECORDS

- .1 The Contractor shall maintain all records and books concerning the Services provided and fees invoiced by the Contractor under this Agreement.
- .2 The Contractor shall maintain all records and books, together with all relevant documents and materials, for the duration of this Agreement, including any and all renewals of this Agreement, for seven (7) years following the completion or termination of this Agreement.

- .3 When requested by WorkSafeBC, the Contractor shall make available all books and records, together with the supporting or underlying documents and materials, to WorkSafeBC for inspection, audit, or reproduction by its employees and/or subcontractors or authorized representatives, during normal business hours at the Contractor's office or place of business. The Contractor shall not charge any fee for the cost of reproduction of records required under this Agreement.
- .4 WorkSafeBC may, at any time during the Term of this Agreement, audit all the Contractor's accounting records and books concerning Services provided under this Agreement, including any and all documents and other materials, in whatever form they may be kept, upon which the accounting records and invoices are based.
- .5 Upon receipt of a request from WorkSafeBC, the Contractor shall, within two (2) business days, give WorkSafeBC full access to the Contractor's complete file pursuant to this Agreement.

6 INDEPENDENT CONTRACTOR

- .1 The successful Proponent is an independent Contractor and neither the successful Proponent, nor their directors, officers, employees, servants or agents are the directors, officers, employees, servants or agents of WorkSafeBC.
- .2 The successful Proponent shall not, in any manner whatsoever, commit WorkSafeBC to the payment of any money to any person, firm or corporation.
- .3 WorkSafeBC may, from time to time, give such instructions as it considers necessary to the successful Proponent in connection with the provision of the Services. The successful Proponent shall comply with these instructions, but the successful Proponent will not be subject to the control of WorkSafeBC with respect to the manner in which such instructions are carried out except in regard to general WorkSafeBC standards, policies and guidelines.

7 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- .1 Information includes "record" and "personal information" as defined in B.C. *Freedom of Information and Protection of Privacy Act* (FIPPA). Any Information supplied by the successful Proponent to WorkSafeBC and any Information supplied by WorkSafeBC to the successful Proponent under this Agreement is subject to FIPPA.
- .2 The successful Proponent shall comply with Schedule A and will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the successful Proponent to fulfill its obligations under this Agreement will not, without the prior written consent of WorkSafeBC, publish, release or disclose or permit to be published, released or disclosed, any Information supplied to, obtained by, or which comes to the knowledge of the successful Proponent as a result of this Agreement except as required by law. In such instances, the successful Proponent shall advise WorkSafeBC prior to disclosing the information. The successful Proponent further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA. The confidentiality requirement is not avoided by removing references to names or other identifying Information. Any violation of this confidentiality requirement or any breach of any relevant

privacy legislation constitutes a fundamental breach of this Agreement and gives rise to an immediate right on the part of WorkSafeBC to terminate this Agreement and may result in WorkSafeBC taking legal action against the successful Proponent. The decision to terminate this Agreement or to seek an alternative remedy shall be in the sole discretion of WorkSafeBC. When any Information is no longer required by the successful Proponent to carry out the Agreement or as required by law it shall be returned to WorkSafeBC or destroyed in accordance with the standards set by FIPPA.

- .3 The successful Proponent will allow WorkSafeBC to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the successful Proponent, the successful Proponent must provide details of the harm in accordance with section 21 of the FIPPA.
- .4 Any Information or records retained by the successful Proponent should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.
- .5 All employees of the successful Proponent working on the contract will be informed of and understand the privacy standards set by FIPPA. The successful Proponent shall identify an employee who is responsible for ensuring compliance with the privacy standards set by FIPPA.

8 INFORMATION SECURITY AND AUDIT

Under the provisions of the British Columbia Workers Compensation Act and the British Columbia Freedom of Information and Protection of Privacy Act, the confidentiality of employee, employer, injured worker and other information must be protected. The Proponent must be able to demonstrate compliance with WorkSafeBC Information Security Policy. For the purposes of this Request for Proposal, certified compliance with ISO 17799 or an equivalent, internationally recognized Information Security standard, is considered an acceptable equivalent to WorkSafeBC Information Security Policy.

9 ASSIGNMENT AND SUB-CONTRACTING

The successful Proponent shall not, without the prior written approval of WorkSafeBC:

- (a) assign, either directly or indirectly, this Contract or any right of the successful Proponent under this Contract; or
- (b) sub-contract any obligation of the successful Proponent under this Contract.

10 SOLICITING OF EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS

For the term of this Agreement and for six (6) months following the termination of this Agreement, WorkSafeBC except with the prior written approval of the Contractor, will not specifically solicit as an employee, contractor or subcontractor any employee of the Contractor who during the term of this Agreement provided Services to WorkSafeBC. For the term of this Agreement and for six (6) months following the termination of this Agreement, the Contractor except with the prior written approval of WorkSafeBC, will not specifically solicit as an employee, contractor or subcontractor any person who is an employee, contractor or subcontractor of WorkSafeBC during the term of this Agreement. This provision does not require a party to obtain prior written approval to hire as an employee or contract with a person listed above who responds to a general offer of employment or contract made to the public by the party.

11 CONFLICT OF INTEREST

- .1 The successful Proponent shall ensure that the Services are provided to WorkSafeBC without any conflict of interest. Examples of conflict of interest include, but are not limited to:
 - a personal relationship between any officer, director, employee, servant or agent of the successful Proponent and any other person which results in work being awarded to the successful Proponent;
 - any officer, director, employee, servant or agent of the successful Proponent approaching WorkSafeBC personnel, other than as required for performance of the Services, to in any way promote the business of the successful Proponent or otherwise solicit requests for Services;
 - the retention of WorkSafeBC employees and/or subcontractors to provide services;
 - distribution of promotional material while performing the Services for WorkSafeBC.
- .2 Where the successful Proponent recognizes or perceives a conflict of interest, the successful Proponent shall provide written notice to WorkSafeBC of the conflict.

12 INDEMNITY

The successful Proponent shall indemnify and save harmless WorkSafeBC from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by WorkSafeBC at any time where the same are based upon or arise out of anything tortuously done or omitted to be done by the successful Proponent or the Designated Employee.

13 TERMINATION

- .1 **TERMINATION FOR CAUSE:**
WorkSafeBC reserves the right to cancel all or any part of this Agreement if the successful Proponent fails to deliver the Services in accordance with the terms of this Agreement to the satisfaction of WorkSafeBC. Such cancellation shall be in writing and may be without notice and shall not result in any penalty or other charges to WorkSafeBC.

.2 TERMINATION FOR CONVENIENCE:

In addition to the remedy provided in any other clause within the Agreement, WorkSafeBC may, at its option, terminate this Agreement at any time during the Term, and, if such option is exercised, then this Agreement will terminate fourteen (14) days after the date such written notice is received or deemed received, by the successful Proponent and WorkSafeBC will be under no further obligation to the successful Proponent, except to pay to the successful Proponent such amount as the successful Proponent may be entitled to receive, pursuant to Payment for the Services provided to the date of termination. Such termination will not result in any penalty to WorkSafeBC, unless otherwise agreed to and as specified in this Agreement.

14 SECURITY

When using WorkSafeBC premises, the successful Proponent shall comply, and shall take all reasonable steps to ensure that the Designated Employee complies, with all security requirements in effect for those premises.

15 INSURANCE

During the Term, the successful Proponent is required to maintain Comprehensive General Liability insurance in the minimum amount of not less than \$2,000,000.00 per occurrence. The successful Proponent shall provide, at the request of WorkSafeBC, documentation satisfactory to WorkSafeBC evidencing the insurance coverage required hereunder.

16 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

As a condition of contract award:

- .1 **Safety Record:** The successful Proponent must possess a safety record satisfactory to the Manager, Safety, Health & Wellness, based upon the records of the Prevention division of WorkSafeBC. The successful Proponent is required to maintain this good standing for the duration of any contract.
- .2 **Regulation Compliance:** WorkSafeBC is responsible for worker and workplace safety in British Columbia, and for ensuring compliance with the Workers Compensation Act (the Act) and the regulations under the Act (the Regulation). As such it is important that any Contractor performing Services for WorkSafeBC complies with the Act and Regulation in order to promote worker and workplace safety.

During the Term of the Contract the Proponent shall ensure that all work performed in British Columbia by the Proponent, whether for WorkSafeBC or anyone else, whether under this Contract or not, is performed in compliance with all applicable health and safety regulations and guidelines, including without limitation the Act and Regulation. If the Proponent does not comply with this requirement, WorkSafeBC may terminate the Contract for cause.

17 THREAT AND HAZARD

The successful Proponent, its employees, servants, agents and subcontractors are required to, as soon as possible and no later than 24 hours from being made aware of the threat, report to WorkSafeBC any threats, whether perceived or actual made *against WorkSafeBC, its employees or other individuals*. Threats include, but are not limited to: physical threats and suicide threats.

Reports shall be made to the WorkSafeBC Corporate Security Department at 604 279 7578. If there is imminent danger to anyone, the local policing authorities shall be contacted without delay.

18 STANDARDS OF CONDUCT

- .1 The successful Proponent shall perform all Services in a professional manner satisfactory to WorkSafeBC, in accordance with the industry codes and/or professional standards as applicable.
- .2 WorkSafeBC has a Standards of Conduct Policy, a Personal Harassment Policy, and a Safety in the Workplace Policy. The successful Proponent and all employees, servants, agents and/or subcontractors shall familiarize themselves with these and conduct themselves accordingly. The three (3) policies will be provided upon request and are available for viewing under "Purchasing Policies and Terms; Bid Opportunities" at www.worksafebc.com.

19 FORCE MAJEURE

Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, explosions, floods, strikes, work stoppages or slow downs or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any license or consent necessary in respect of use with any telecommunications facilities, or delays caused by carriers, suppliers or material shortages.

SECTION III - SPECIFICATIONS

WorkSafeBC is seeking competitive proposal from qualified Proponents to provide an Externally Hosted Email Gateway Services. The services required include:

- a) Email Virus protection service
- b) Email SPAM filtering
- c) Data Processing
- d) Data Storage
- e) Post Office

The above services must be hosted in Canada.

1. MANDATORY REQUIREMENTS

1. Anti-Virus System
 - a. Inbound and outbound email traffic (including binary attachment scanning)
 - b. Protects against all known Viruses\Worms\Trojan threats, directory harvest and denial of service attacks
 - c. Hides the email server from Domain Name System (DNS) record
 - d. 24 x 7 threat monitoring and maximum frequency of signature definition updates.
2. Anti-SPAM System
 - a. Comprehensive SPAM handling options
 - Tag and deliver
 - Redirect SPAM to other mailbox
 - Quarantine
 - Delete SPAM
 - b. Flexible Quarantine Management with allow/deny settings (white/black lists) for any user
 - c. Optional end-user notification of quarantined items
 - d. Bayesian filtering
3. Secure E-mail Service
 - a. Transport Layer Security (TLS)/Secure Sockets Layer (SSL) ensuring
 - Secure login to the external hosted service administration interface
 - Secure communications from our mail server to external mail server with the ability to scan for SPAM and Viruses
 - Domain enforced TLS connection security. Proponent's solution must be able to establish and manage a TLS connection to specified domains.
 - b. Sender ID (Sender Policy Framework(SPF) records)
 - c. Cryptographic Key (To prevent Non Delivery Report (NDR) spoofing)

4. Comprehensive Reporting
 - a. SPAM score report in attachment, body or header of e-mail message
 - b. Administration reports that show total/percentage SPAM/Viruses caught by domain, top recipients, volume traffic. Total volume reports by domain, including detail reports of each individual message sent and received by a user of that domain.
 - c. User-level reports show individual traffic, real mail versus SPAM, Viruses caught and more SPAM filtering stats.
 - d. Service Level Agreement (SLA) reports of uptime of Hosted Gateway Email service
5. Ability to set Auto-Responder Messages (i.e. An inbound message would automatically receive an e-mail message back with text that would be configurable by us.)
6. Ability to setup rules (Content Filtering) with inbound and outbound messages based on messaging characteristics with user and/or company defined parameters (Subject, To, From, keywords, etc...)
7. Ability to attach "Disclaimers" to outbound e-mail messages
8. Support for multiple Simple Mail Transfer Protocol (SMTP) domains
9. Lightweight Directory Access Protocol (LDAP) synchronization – to ensure automatic management of (adding\removing\disabling) mailboxes on external email domain through LDAP synchronization tool with Microsoft Active Directory Services (ADS).
10. Secure (TLS/SSL) Web-based administration interface that provides full control of following services:
 - a. Setup forwarding mailboxes
 - b. Setup rules with inbound and outbound messages based on messaging characteristics (Subject, To, From, keywords, etc...)
 - c. Allow/Deny senders, domains, IP's for all mail to the domain
 - d. Administrator can control users' quarantine and all their settings
 - e. Manage SPAM/Virus configuration for the domain
 - f. Configure a user's ability to deny domains
 - g. Deny quarantine access to any user
 - h. Change passwords
 - i. Modify notification options
 - j. View domain wide reports
11. Technical support – 24 hours x 7, 365 days (366 days leap year). This includes threat monitoring, Maximum Frequency of Signature Definition updates, response time, resolution time and automatic escalation of a slow response time.
12. Support for Geographically Distributed Service (Canada only) so that if one site is down the other one will take over in the event of a service disruption at the first site.

2. GENERAL REQUIREMENTS

1. Email (Message) encryption solutions:
 - a) To send encrypted e-mail over the Internet with a preference to having no client install. Integrated solutions that will encrypt the content of a message coming from a group of users or individual to any recipient. A solution that removes the burden of certification management and multiple encryption services. Proponent's solution must seamlessly allow senders to indicate a message must be encrypted or the option to encrypt and have the secure delivery handled in a manner that is not burdensome to the recipient.
2. Multiple Anti-Virus and Anti-SPAM Scanning Engine Support:
 - a) Blocks known SPAMMERS using a proprietary list
 - b) Smart rules (heuristics) and frequency-based detection (fingerprinting)
 - c) Fake mailboxes (honey-pots) attract and capture SPAM
3. End-user Quarantine Management:
 - a) Allow/Deny sender and domain for a specific user
 - b) Automatic allow-listing after outbound email sent twice to sender
 - c) Check SPAM and Viruses from multiple "alternate accounts" and aliases under a single user login
 - d) View full message in secure text only mode
 - e) Retrieve false positive to user inbox
 - f) Report false positive
 - g) View SPAM/Virus report by day or as frequently as they determine
 - h) View SPAM score summary
 - i) Easy client-side filtering on subject line phrase using subject tagging
4. Email Continuity:
 - a) Service for creating a "hot-standby" web hosted email accounts in case of Disaster Recovery Plan (DRP) scenario.
 - b) Must have discrete, fully redundant data centers in different geographical locations. Architectural descriptions of redundancy will be provided of their facilities. Please note all geographical locations must be in Canada.
5. Ability to setup broadcasting of emails to distribution lists
6. Ability to view queued messages (inbound and outbound) at Hosted Gateway Email service
7. Message Tracking over the Internet

3. Value Added Services

Proponent is encouraged to provide a value-added component to their proposal. This is an opportunity for a Proponent to demonstrate their level of creativity.

SECTION IV - EVALUATION CRITERIA AND PROCESS

The awarding of any contract shall be based on the best overall value to WorkSafeBC. Proposals will be assessed and scored, based on the evaluation criteria that will include but not limited to the following:

Company Profile, Qualifications, Capabilities, and Experience.	5%
Proponent's ability to meet WorkSafeBC's Business Objectives.	30%
Proponent's ability to meet WorkSafeBC's Technical Requirements.	30%
Fees/Overall cost.	30%
Value added.	5%

SECTION V - RESPONSE REQUIREMENTS
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1. Mandatory and General Requirements

Proponents are asked to provide detailed information explaining their organization's capabilities in meeting and/or exceeding each of WorkSafeBC mandatory and general requirements stated in Section III.

2. Technical Support

As indicated in Section III, WorkSafeBC requires 24 x 7, 365 days (366 days in leap years). Please provide details of your technical support services.

3. Cost

Provide detail breakdown of your cost proposal for the initial three (3) year term and for the two (2) optional years.

4. Value-Added Services

Provide details of any value-added services, such as DNS, at no cost to WorkSafeBC.

SECTION VI - PROPOSAL FORM RFP #029-2009

WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA (WORKSAFEBC)
6951 WESTMINSTER HIGHWAY, RICHMOND, BC V7C 1C6

Company Name

I/We hereby offer to furnish all goods and/or services outlined in the attached proposal and to enter into a contract at the stated prices and fulfill the other requirements of the contract documents. Prices stated are in Canadian funds. No person, firm, or corporation other than undersigned has any interest in this proposal or in the proposed contract for which this proposal is made.

ADDENDA

Where information is sought and is not already clearly indicated in the RFP document, WorkSafeBC may issue an Addendum. It is requested that receipt of any addenda be acknowledged as follows:

I/We acknowledge receipt of the following applicable Addenda to the Request for Proposal:

ADDENDUM:	DATE OF ADDENDUM	FROM PAGES	TO PAGES
Addendum No. 1			
Addendum No. 2			

Authorized signing officer

<i>Legal / Business Name:</i>	
<i>Other names under which your Company operates:</i>	
<i>Address:</i>	<i>Telephone Number:</i>
<i>City, Province, Postal Code:</i>	<i>Fax Number:</i>
<i>Signature:</i>	<i>Title:</i>
<i>Print Name:</i>	<i>Date:</i>
<i>WorkSafeBC Registration Number:</i>	

It is requested that this Proposal Form be executed by a principal duly authorized to bind contracts on behalf of the company. It is requested that the Proponent's legal name and the capacity in which the signing officer acts be against the signature. Proposal forms that do not contain an authorized signature may be rejected.

Any clauses in a document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this RFP the Proponent will be deemed to have accepted this term.

APPENDIX A - REFERENCES

<i>Company Name:</i>	
<i>Address:</i>	<i>Telephone Number:</i>
<i>City, Province, Postal Code:</i>	<i>Fax Number:</i>

Provide a minimum of two (2) references that are similar in scope and value to WorkSafeBC's requirements.

1. COMPANY NAME:	
Contact Name:	
Title:	
Phone:	
2. COMPANY NAME:	
Contact Name:	
Title:	
Phone:	
3. COMPANY NAME:	
Contact Name:	
Title:	
Phone:	

APPENDIX B - WORKSAFEBC OVERVIEW

WorkSafeBC (the Workers' Compensation Board) is an independent statutory agency that serves nearly 2.3 million workers and about 197,000 employers throughout British Columbia. It is funded through insurance premiums paid by registered employers and through investment returns. The *Workers Compensation Act* empowers WorkSafeBC to enforce occupational health and safety standards, provide legislated compensation and rehabilitation benefits to injured workers or their dependents, and collect funds from businesses to operate the workers' compensation system. In administering the Workers Compensation Act, WorkSafeBC remains separate and distinct from government. However, WorkSafeBC is accountable to the public through the provincial government, which is responsible for protecting and maintaining the overall well-being of the workers' compensation system.

WorkSafeBC is dedicated to:

- Working with our partners to achieve our vision: keeping workers and workplaces safe and secure from injuries, disease and fatalities.
- Rehabilitating injured workers and returning them to productive, safe employment.
- Providing sound financial management for a viable workers' compensation system.
- Protecting the public interest.

Most of WorkSafeBC's head office operations are located at 6951 Westminster Highway, in Richmond, B.C.

Major regions throughout B.C. are represented by area offices in Abbotsford, Courtenay, Kamloops, Kelowna, Nanaimo, Nelson, Prince George, Terrace, and Victoria. Four Lower Mainland offices are located in Burnaby, Coquitlam, North Vancouver, and Surrey.

WorkSafeBC currently employs in excess of 2,500 people; approximately 2,000 work in the head office facilities, with the balance located in regional centres.

Our mandate to provide insurance coverage to employers and rehabilitation/compensation to injured workers and their families is just the beginning of our commitment. Our mission is to assist the workers and employers of BC to create and sustain a culture of health and safety in the workplace through our compassionate and supportive services, sound decisions and advice, and solid financial stewardship.

Our commitment is to make a difference one human being at a time.

SCHEDULE A – PRIVACY PROTECTION

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between WorkSafeBC and the Contractor dealing with the same subject matter as the Agreement.
 - (d) “**Contractor**” means a consultant, provider, service provider, supplier or vendor who provides goods and/or services to WorkSafeBC.

Purpose

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

Collection of personal information

3. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor:
 - may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement,
 - must collect personal information directly from the individual the information is about, and
 - must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the person designated by WorkSafeBC to answer questions about the Contractor’s collection of personal information as the WorkSafeBC FIPP Coordinator, PO Box 2310 Stn Terminal, Vancouver, BC, V6B 3W5, (604) 279-8171.

Accuracy of personal information

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

Requests for access to personal information

5. If the Contractor receives a request for access to personal information from a person other than WorkSafeBC, the Contractor must respond to the request pursuant to any relevant legislation unless the Agreement expressly provides otherwise.

Correction of personal information

6. Within 5 business days of receiving a written direction from WorkSafeBC to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction and WorkSafeBC must advise the Contractor of the date the correction request was received by WorkSafeBC in order that the Contractor may comply with section 9.
7. Within 5 business days of correcting or annotating any personal information under section 6, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to WorkSafeBC, the Contractor disclosed the information being corrected or annotated.
8. If the Contractor receives a request for correction of personal information from a person other than WorkSafeBC, the Contractor must promptly advise the person to make the request to the WorkSafeBC FIPP Coordinator as set out in section 3(c).

Protection of personal information

9. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement. As between WorkSafeBC and Contractor, WorkSafeBC has exclusive jurisdiction to determine if security arrangements are adequate. Transferring the physical custody of any personal information to the Contractor for the purposes of the agreement does not equate transference of control. Access, use, disclosure, destruction and integrity of the personal information remains in the control of WorkSafeBC. The Contractor agrees to cooperate and assist in any public body investigation of a complaint that personal information has been used or disclosed contrary to the Act or any agreement between WorkSafeBC and the Contractor.

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

12. Unless WorkSafeBC otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement; and
 - (b) in accordance with section 11.

Disclosure of personal information

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

Inspection of personal information

15. In addition to any other rights of inspection WorkSafeBC may have under the Agreement or under statute, WorkSafeBC and/or the BC Information and Privacy Commissioner may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to and institute any recommended changes, any such inspection.

Compliance with the Act and directions

16. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by WorkSafeBC under this Schedule.
17. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
18. In the event the Contractor has employees involved in the performance of the Agreement, the Contractor agrees to require each employee to attend an annual Freedom of Information Training seminar and to annually sign a confidentiality agreement in the form attached to this Schedule. The Contractor agrees to appoint a knowledgeable senior employee trained in the Act to provide the training and to notify the WorkSafeBC FIPP Coordinator of his/her name, title, business address and telephone number.

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

21. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
22. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
23. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
24. If a provision of the Agreement (including any direction given by WorkSafeBC under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
25. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.