



Workers' Compensation Board of British Columbia

Corporate and Health Care Purchasing

Request for Proposal (RFP)
for

**CORPORATE SECURITY CLOSED-CIRCUIT
TELEVISION (CCTV) UPGRADE**

RFP #031-2009

Issue Date: July 15, 2009

Proposal Closing Date and Time:

**2:00 PM – Pacific Time on
August 6, 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

Email & Fax responses will NOT be accepted.

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Confirmation Form

Request for Proposal (RFP) # 031-2009
Corporate Security Closed-Circuit Television (CCTV) Update
Submission Closing Date: August 6, 2009

Proponents are requested to complete and fax this form to WorkSafeBC immediately upon receipt in order to participate in this RFP. Failure to respond may be interpreted as an expression of non-interest.

REQUESTS FOR ELECTRONIC COPY OF RFP:

For requests of electronic copies of this Request for Proposal, please contact Jason Lin at purchase@worksafebc.com and provide the appropriate RFP number, your name, phone number and email address. 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.

RECEIPT OF RFP DOCUMENTS

- Yes, we have received the RFP documents and will be submitting a Proposal
- Yes, we have received the RFP documents, but will **NOT** be submitting a Proposal

MANDATORY ATTENDANCE AT PROPONENT'S MEETING

It is requested that a maximum of two (2) representatives from each company attend the meeting.

- Yes, we will be attending the meeting. Number of people attending: _____.
- No, we will not be attending the meeting.
- No, we will not be attending the meeting but will probably be submitting a proposal.

TO:	Attention:	JASON LIN
	Company:	WORKSAFEBC (WORKERS' COMPENSATION BOARD OF BC)
	Fax:	(604) 276-3260
	Phone:	(604) 232-1838

FROM:	Contact Name:	
	Company Name:	
	Date:	
	Phone Number:	
	Fax Number:	
	Email Address:	

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

The Workers' Compensation Board of British Columbia (WorkSafeBC) is seeking competitive proposals to replace its current closed-circuit television (CCTV) security monitoring system at all Lower Mainland and outlying provincial offices. Our current monitoring system is outdated and provides a limited level of security. The proposed upgrade should encompass the latest CCTV technology, providing high resolution 360 degree lobby/exterior cameras with every cameras allowing for remote viewing, motion activation and notification.

NOTE: If Proponents cannot meet any of the mandatory requirements stated in this RFP, their proposals will not receive consideration from WorkSafeBC.

2 CONFIRMATION FORM

Proponents are requested to complete and return the attached Confirmation Form. All subsequent information regarding this Request for Proposal, including changes made to this document will normally be directed only to those Proponents who return the form. Subsequent information will normally be distributed by the method authorized on the Confirmation Form.

3 PROPONENT'S MEETING

- .1 The purpose is to allow Proponents an opportunity to ask questions for information pertaining to the work. It is requested that questions be faxed/emailed in advance of the meeting to the attention of Nancy Tse, 604-276-3260 / purchase@worksafebc.com.
- .2 Oral responses at the meeting shall not be binding upon WorkSafeBC. WorkSafeBC shall issue written responses to questions that materially impact upon the proposal documents in the form of written addenda.
- .3 It is ***mandatory*** that Proponents attend this meeting before submitting a proposal. Proposals will not be accepted by WorkSafeBC from Proponents that do not attend the mandatory meeting.
- .4 It is requested that a maximum of two (2) representatives from each company attend the meeting.
- .5 Proponents will be requested to sign an attendance register at the beginning of the meeting

MANDATORY PROPONENT'S MEETING	
Date:	July 27, 2009
Time:	From: 1:00 PM To: 3:30 PM
Address:	WorkSafeBC Worker and Employer Services – Main Entrance/Security Desk 6951 Westminster Highway Richmond, BC
Conference Room:	
WorkSafeBC Attendees:	

4 PROPOSAL CLOSING AND DELIVERY INSTRUCTIONS

- .1 The Closing Date for this Request for Proposal is **August 6, 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 three (3) copy of the proposal in hardcopy and one (1) copy on CD/DVD, 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**

- .4 **Fax & Email Proposals** will **NOT** be accepted.

5 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.

6 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 **sixty (60)** calendar days after the proposal closing date.

7 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.

8 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.

9 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

TECHNICAL INQUIRIES:

Mark Evans, Manager Corporate Security
WorkSafeBC Security Systems
Phone #: (604) 276-3138
Fax #: (604) 244-6111

- .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.

10 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.

11 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.

12 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.

13 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.

14 PROPOSAL COSTS

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

15 AGREEMENT FOR INTERNAL TRADE

- .1 If the value of any response(s) resulting from this RFP and any subsequent process exceeds the cost thresholds stipulated in Annex 502 of the Agreement on Internal Trade then all provisions of Annex 502.1A of the Agreement on Internal Trade will apply.

- .2 The language used in all responses to this RFP shall be English.

16 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.

17 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.

18 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.

19 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.

20 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.

21 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.

22 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.

23 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 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.

9 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.

10 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.

11 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.

12 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.

13 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.

14 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.

15 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.

16 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.

17 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.

18 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

The Workers' Compensation Board of British Columbia (WorkSafeBC) is seeking competitive proposals to replace its current closed-circuit television (CCTV) security monitoring system at all Lower Mainland and area offices.

WorkSafeBC has eight (8) owned facilities; Richmond, Victoria, Nanaimo, Courtenay, Ft. St. John, Terrace, Prince George, and Kamloops. The seven (7) leased buildings include Surrey, Abbotsford, Coquitlam, Burnaby, North Vancouver, Kelowna, and Nelson. Each site has its own CCTV system. Approximately one hundred and one (101) cameras are in place now, and majority of these systems will need replacement. We have remote monitoring capability at the Richmond and Surrey sites. Richmond and Surrey have recently been provided with new DVR's while the remainders are utilizing older DVR's. WorkSafeBC is seeking to upgrade this system to allow for CCTV integration and to remotely access all of our sites. We have a target installation completion date of November 15, 2009.

The proposed solution should encompass the latest CCTV technology that provides high resolution 360 degree cameras for our main lobbies and exterior locations, allowing for remote viewing in real time and providing enhanced security. Proponents are asked to submit proposals for equipments per the specifications listed below and to include options for installation by Proponents or by WorkSafeBC's current electrical and network cabling contractor.

Proponents must attend a mandatory site meeting in order for their proposals to be accepted by WorkSafeBC. Proponents attending the mandatory site meeting must submit a signed copy of the Confidentiality Agreement at the start of the meeting. The Confidential Agreement is to ensure Proponents do not disclose current WorkSafeBC security system except as allowed in the Agreement. A copy of the Agreement is included in Appendix C. During the mandatory site meeting, WorkSafeBC will provide Proponents with schematic /blue print indicating CCTV installation locations and details of our current security monitoring systems on a CD. This CD must be returned with the proposal response along with a signed copy of Certification of Destruction in Appendix D. Proponents are also given an opportunity to ask RFP-related questions during the meeting.

1. HARDWARE REQUIREMENTS

.1 Hardware Features

a) Lobby and Exterior Cameras

The proposed CCTV hardware must meet or exceed the following features:

- Adhere to National Television System Committee (NTSC) and Phase Alternating Line (PAL) for video standards.
- Has electronic Pan, Tilt and Zoom (PTZ) features
- Support standard analog PTZ controllers
- Camera lens capability of 360 degree x 172 degree field of view, with 3 x optical and 5 x digital zoom.
- A minimum of three (3) megapixel for the image sensor with 1726 x 1536 effective pixels.
- Colour sensitivity of 2.0 lux and 0.2 lux for black & white.
- Automatic adjustment for day and night recording.

- Minimum frame rate of twelve (12) frame per second (FPS) with variable sensitivity for motion detection and isolating areas of interest.
- Allow for two (2) alarm inputs and two (2) alarm outputs.
- Lobby cameras must have two-way communication capabilities between Richmond Monitor Room and all WorkSafeBC sites.
- Include required software to operate the monitoring system.
- Should integrate with existing system

b) PTZ and Regular Cameras

PTZ and regular cameras will be utilized in all other areas. These cameras must use the latest technologies. Please note all current cameras may not need replacing.

c) DVR's

All current installed DVR's may not need replacing. WorkSafeBC will work with the successful Proponent to resolve any software incompatibility issues with the proposed solution.

Note: For all three categories of hardware stated above, they must be motion activated with software controlled and programmable.

2. ELECTRICAL AND NETWORK INFRASTRUCTURE

The following information on our electrical and network infrastructure may assist you in preparing proposal.

.1 ELECTRICAL

a) Electrical cabling

The electrical voltage for the conduit to each camera is 120 volt. All installation must follow all Canadian Electrical Code (CEC).

b) Backup Power

UPS power is available in the Richmond complex only. The WorkSafeBC North Vancouver and Burnaby offices have generator backup for emergency power outage.

.2 COMMUNICATION

a) Coax or Ethernet

If coaxial cable or Ethernet cabling (not using WorkSafeBC's existing internal network) is proposed for communication, it must be run back to the central monitoring room in the Richmond office and the communications closet in each area office. Ethernet cabling, if proposed, is to be Category 6. Installation must follow applicable codes.

See section 2.3 NETWORK if WorkSafeBC's internal network is to be proposed for communication.

.3 NETWORK

a) 802.11 Wireless

WorkSafeBC has implemented an 802.11 wireless LAN system in both the Richmond complex and all area offices. 802.11a and 802.11g are supported through dual band access points. 802.11b and 802.11n are not supported.

The coverage area was prioritized for conference rooms and open areas (e.g., cafeteria) and thus does not cover all of the internal floor area. Extended coverage could be considered for specific locations but with additional costs factoring in to the proposal evaluation.

Internal access is secured with client certificates issued to both the machine and user, allowing for 802.1x with EAP TLS authentication through centralized RADIUS servers. Other EAP protocols involving centralized RADIUS servers will also be considered with appropriate risk analysis. WPA2 security is supported for encryption. WPA and WEP security schemes are not supported but WPA could be considered with an appropriate risk analysis.

b) Ethernet Wired

Office areas are cabled with a combination of category 6 and IBM type 2 cabling (cat 6 replacing type 2 as office areas are renovated). Cabling runs are terminated at various communications closets within the buildings. In the communications closets the runs are patched into Ethernet switches which can provide 802.3af Power over Ethernet (PoE). Cable runs for equipment in specific locations could be considered but with additional costs factoring in to the proposal evaluation.

c) Wired and Wireless

IP (Internet Protocol) is the only supported layer 3 protocol. Addressing is based on the RFC 1918 private addressing scheme. Internal DNS, DHCP, and WINS services are available as well as static IP addressing and configuration.

Area offices are connected to the other offices through wide area network links. Most offices have 10 mbps links but smaller work centres use ADSL with its uplink limit of about 500 kbps.

Equipment introduced onto the WorkSafeBC network must be evaluated and tested to ensure it can coexist without introducing unacceptable risk to the operation of other equipment on the network.

SECTION IV – RESPONSE REQUIREMENTS

1. HARDWARE

.1 Product Description

Please provide detail information for each component in your proposed solution, i.e.; resolution, viewing range, size and weight, operating instructions, optional features and etc.

For the software required to operate the proposed solution, please provide details of operating system requirements.

.2 Quantity

Proponents are asked to propose the optimal numbers of units of digital video recorders (DVR's), high end lobby/exterior cameras, PZT cameras, standard cameras, TV monitors, related peripherals and cabling supplies based on the schematic and information given out the mandatory site tour.

.3 Delivery

State delivery time, number of days, from date of receiving order confirmation from WorkSafeBC.

2. INSTALLATION

Proponents are asked to confirm whether installation must be carried out by Proponents' staff or whether installation can be performed by WorkSafeBC's current electrical and cabling contractors. If the latter option is available, please indicate whether installation support is available if and when required. Please indicate whether an installation guide is included with the proposed solution.

If installation is to be performed by the successful Proponent, please state the lead time required from date of receipt of hardware by WorkSafeBC. Will the installation be carried out by successful Proponent's staff and/or its authorized subcontractor(s)? Please state whether you can meet the **targeted installation completion date of November 15, 2009** for all WorkSafeBC offices.

3. WARRANTY

Please state the length of warranty of the proposed solution and length of warranty on labour if installation is performed by the Proponent. Is extended warranty available? If yes, what is the length of the extended warranty?

4. TRAINING

Provide details of training options available on how to operate your proposed solution, i.e. length of training session(s)/on-site and/or video conferencing training for area offices.

5. ONGOING SUPPORT

Provide details of ongoing support available for the proposed solution. WorkSafeBC works with our current contractor, ADT Canada Inc, for security/fire alarm monitoring. Please state any constraint, such as propriety technology/software, with your proposed solution that may prevent ADT Canada Inc from providing this service to WorkSafeBC

6. COST

Please provide a detail cost breakdown for:

- Each hardware component.
- Freight, if any.
- Installation, hourly rate, if performed by Proponent. Minimum call-out charge, if any. Please note reimbursement of travel expenses will be reimbursed per WorkSafeBC Staff Travel and Expense Reimbursement Policy.
- Installation support, if any, if performed by WorkSafeBC's current contractors.
- Extended warranty.
- Training cost, if any.
- Ongoing support, if any.
- Other costs, if any.

7. Value-Added Services

State any related value-added services available to WorkSafeBC at no charge.

SECTION V - EVALUATION CRITERIA AND PROCESS
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1 EVALUATION

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%
Product Specifications	35%
Delivery and installation flexibility	20%
Fees/Overall cost	35%
Value-added services	5%

At the discretion of WorkSafeBC, the evaluation for the second phase, if required, will be based on the following consideration, in addition to those listed above:

- Presentation: 25%. Contract award will be based on the total score of the evaluation criteria listed above and presentation score.

If WorkSafeBC requests presentation(s) the Proponent will be responsible to ensure that staff attending the presentation are able to respond to detailed business and/or technical questions. Cost incurred for the presentation will be the sole responsibility of the Proponent.

No award will be made to any Proponent who cannot give satisfactory assurance their ability to carry out the contract both financially and by reason of previous experience. Lack of familiarity with the type of work may be sufficient cause for rejection of proposal.

Any awarding of a contract will be subject to satisfactory reference checks, in the sole opinion of WorkSafeBC.

SECTION VI - PROPOSAL FORM RFP #031-2009

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 three (3) projects your organization has completed in the past ____ (__) years, and 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.

APPENDIX C – CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT dated and made effective as of July 27, 2009

BETWEEN:

(“Proponent”)

AND:

Workers’ Compensation Board of British Columbia
6951 Westminster Hwy
Richmond, B.C., V7C 1C6

(“WORKSAFEBC”)

WHEREAS:

- A.** In this Agreement “Confidential Information” means any information, technical data, drawings, diagrams, specifications, whether communicated orally or in writing, or other property all of which owned by the WORKSAFEBC.
- B.** The Proponent has agreed to maintain the Confidential Information as confidential and to the non disclosure of same, all in accordance with the following terms:

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Proponent shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Proponent acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the WORKSAFEBC substantial and irreparable harm and injury and the WORKSAFEBC shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Proponent hereby consents to the granting of such equitable and injunctive relief.
2. The Proponent shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the WorkSafeBC, provided however, the Proponent may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Proponent’s employees, officers, or directors who have a clear and *bonafide* need to know the Confidential Information and provided further that, before the Proponent divulges or discloses

- any of the Confidential Information to such employees, officers or directors, the Proponent shall inform each of the said employees, officers, and directors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Proponent set out in this Agreement and shall, at the request of the WorkSafeBC, cause each of the said employees, officers, and directors to execute a confidentiality agreement in a form satisfactory to WorkSafeBC, in its sole discretion.
3. The Proponent agrees not to use any of the Confidential Information disclosed to it by the WorkSafeBC for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.
 4. The Proponent shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Proponent utilizes to protect its own confidential information of a similar nature.
 5. The Proponent shall notify the WorkSafeBC in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
 6. The Proponent shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the WorkSafeBC, except for such copies as the Proponent may require pursuant to this Agreement. All copies of the Confidential Information shall, upon reproduction by the Proponent, contain the same WorkSafeBC proprietary and confidential notices and legends that appear on the original Confidential Information provided by the WORKSAFEBC unless authorized otherwise by the WorkSafeBC. All copies shall be returned to the WORKSAFEBC upon request.
 7. The Confidential Information received by the Proponent and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the WorkSafeBC, and shall be delivered to the WorkSafeBC by the Proponent forthwith upon demand by the WorkSafeBC.
 8. The Proponent acknowledges that the WorkSafeBC is a public body subject to the *Freedom of Information and Protection of Privacy Act* (“FIPPA”) and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Proponent further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the WORKSAFEBC by the Proponent in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Proponent shall allow the WORKSAFEBC to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Proponent, the Proponent shall provide details of such harm in accordance with section 21 of FIPPA.
 9. The Proponent acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Proponent under any patent, copyright, or other proprietary right, either

directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.

10. Disclosure of the Confidential Information to the Proponent the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Proponent hereby acknowledges that the obligations imposed on the Proponent hereunder shall survive the termination of the Proponent's dealings or engagement with the WORKSAFEBC.
12. The Proponent represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Proponent and the WORKSAFEBC irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Agreement shall be deemed to be waived by the WORKSAFEBC and no breach of this Agreement shall be deemed to be excused by the WORKSAFEBC unless such waiver or consent excusing such breach is in writing and duly executed by the WORKSAFEBC.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED BY

by its authorized signatory:

Title

Signature

APPENDIX D – CERTIFICATION OF DESTRUCTION
--

I, _____, on behalf of _____ certify that the CD containing WorkSafeBC current security system information (Confidential Information) has been returned with the proposal response and that the Confidential Information has been removed from the host computer and any additional computers. Copies, if any, in electronic or hard copy format have been destroyed.

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.