



**Workers' Compensation Board of British Columbia**

**Corporate and Health Care Purchasing**

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

**EDIT SUITE UPGRADE**

**RFP #045-2009**

**Issue Date: October 16, 2009**

**Proposal Closing Date and Time:**

**2:00 PM – Pacific Time on  
October 29, 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:

<b>Mail / Courier / By Hand:</b>
<b>Worker and Employer Services – Main Entrance/Security Desk WorkSafeBC 6951 Westminster Highway Richmond, BC V7C 1C6 Attn: Corporate and Health Care Purchasing</b>
<b>Electronically</b>
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.
<b>Email &amp; Fax responses will NOT be accepted.</b>

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## **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 Communications Department is seeking competitive proposals for upgrading its current suite of editing hardware and software. Proponents must be certified to sell and service AVID products in Canada, and must be able to provide on-site support, if and when required, within four (4) hours or no later than twenty-four (24) hours from WorkSafeBC request for service. Responses from Proponents who cannot meet these mandatory requirements will not be considered.

### **2 PROPOSAL CLOSING AND DELIVERY INSTRUCTIONS**

- .1 The Closing Date for this Request for Proposal is **October 29, 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 one (1) copy of the proposal in hardcopy, and**
- **An electronic copy of the response on CD in Microsoft Office 2003 (or earlier versions) e.g. MS Word, Excel, PowerPoint or Adobe PDF;**
- 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 & Email 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.

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<b>5 REQUESTS FOR ELECTRONIC COPY OF RFP</b>
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- .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](http://www.bcbid.gov.bc.ca)), or the WorkSafeBC website ([www.worksafebc.com](http://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 Dianne Tatoy at (604) 279-7464 or [purchase@worksafebc.com](mailto: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.

<b>6 WITHDRAWAL OF PROPOSALS</b>
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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.

<b>7 CLARIFICATION</b>
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- .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](mailto:purchase@worksafebc.com)

**TECHNICAL INQUIRIES:**                      **Jonathan Peyton, Media Producer**  
WorkSafeBC Communications  
Phone #:                      604-279-7507  
Fax #:                              604-279-7696

- .2 The Proponent is requested to submit in writing by fax or email (604-276-3260/[purchase@worksafebc.com](mailto: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.

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## **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](http://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.

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**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.

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**20 AWARD OF PROPOSAL**

Proponents are invited to visit the “**WorkSafeBC website**” ([www.worksafebc.com](http://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.

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## **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 OWNERSHIP**

- .1 The Material produced by, received or acquired by the successful Proponent as a result of this agreement including all systems, programs, specifications and associated documentation, and any equipment, machinery or other property shall be the exclusive property of WorkSafeBC, must remain on WorkSafeBC site and shall be delivered by the successful Proponent to WorkSafeBC forthwith upon demand.
- .2 The copyright in the Material will belong exclusively to WorkSafeBC and the successful Proponent shall execute any assignments of copyright required by WorkSafeBC to give this provision effect.

## **8 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 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.

## **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.

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## 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.

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**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 Scents 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](http://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.

**20 CSA**

The Proponent agrees that all materials supplied hereunder shall be manufactured and produced in compliance with all applicable laws, regulations, codes, standards and/or requirements of CSA and/or ULC, all Federal, Provincial and Territorial authorities, and all other authorities having jurisdiction, and that performance of this order shall be in accordance with the above laws, regulations, codes, terms, standards and/or requirements. The Proponent agrees upon request to furnish WorkSafeBC with a certificate of compliance with this provision in such terms as WorkSafeBC may require.

**SECTION III - SPECIFICATIONS**

The following is a list of hardware and software requirements for the Edit Suite Upgrades. Proponents are asked to provide pricing, warranty, and support information for product. Except for the AVID Mojo DV, Proponents may provides alternatives to the specifications listed below provided it is equivalent or better in quality and performance and at the same competitive price range. The first list of equipment will be purchased upon award of this RFP. The second list of equipment will be purchased at a later date.

**1 EQUIPMENT TO BE PURCHASED UPON AWARD**

Qty	Description	Price	Length and Types (parts and labour) of Warranty	Response Time for Services for Products Under Warranty
One (1) each	AVID Mojo DX			
One (1) each	Matrox MXO2 HDMI I/O Boxes			
One (1) each	Apple 2.66 GHz Quad Core Intel Xeon Computer with: <ul style="list-style-type: none"> <li>w/8GB RAM NVIDIA GeForce GT 120 512MB.</li> <li>One Internal Superdrive, Apple Keyboard,</li> <li>2 Apple Mini Display Port to DVI adaptors,</li> <li>Apple Care Protection Plan</li> </ul>			
Two (2) each	1TB Internal SATA Hard Drive's for above Apple Computer			
One (1) each	CalDigit HDPro 4 Drive 6TB RAID Drive Array w/PCI-e Card/Interface			
Two (2) each	Samsung 2433BW LCD 24" Monitors			
One (1) each	Mac Cable Kit for Mojo DX			
One (1) each	USA19HS Keyspan Adapter			
One (1) each	40" SONY Bravia KDL40XBR9 TV			
Three (3) each	Final Cut Pro 7.0 Upgrade			
One (1) each	Tilt/turn Wall Mounts for SONY 40" Bravia Video TV			
One (1) each	La Cie Blue Ray Burner			
One (1) each	Sony PMWEX3			
One (1) each	Extra Battery bpu60			

Qty	Description	Price	Length and Types (parts and labour) of Warranty	Response Time for Services for Products Under Warranty
One (1) each	Card reader Sony sbac-us10 Card Reader			
Two (2) each	16gig SXS Cards sbp16			

For the AVID Mojo DX, WorkSafeBC will require install and ongoing support. The successful Proponent must be able to provide on-site support, if and when required, within four (4) hours or no later than twenty-four (24) hours from WorkSafeBC request for service. Please state whether you can meet this mandatory requirement. Yes \_\_\_\_\_ No \_\_\_\_\_

Please provide details of available support plans which include the above response requirement for the AVID Mojo DX and the associated cost.

Please provide any additional information on available support services for all the other products and associated cost if any.

Please state delivery time for the above equipments upon receipt of order. \_\_\_\_\_ days

Please state freight charges, if any. \$\_\_\_\_\_

Please state any other additional fees or charges, such as environmental disposal fee. \$\_\_\_\_\_

**2 EQUIPMENT TO BE PURCHASED AT A LATER DATE**

Qty	Description	Price	Length and Types (parts and labour) of Warranty	Response Time for Services for Products Under Warranty
One (1) each	Apple 2.66 GHz Quad Core Intel Xeon Computer c/w: <ul style="list-style-type: none"> <li>• 8GB RAM NVIDIA GeForce GT 120 512MB.</li> <li>• One Internal Superdrive, Apple Keyboard,</li> <li>• 2 Apple Mini Display Port to DVI adaptors,</li> <li>• Apple Care Protection plan</li> </ul>			
Four (4) each	1TB Internal SATA Hard Drive's (for above computer)			
One (1) each	Matrox MXO2 HDMI I/O Boxes			
Two (2) each	KRK Rokit 5 Powered Monitor Speakers			
One (1) each	40" SONY Bravia KDL40XBR9 TV			

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<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Length and Types (parts and labour) of Warranty</b>	<b>Response Time for Services for Products Under Warranty</b>
One (1) each	Makie 1202 VLZ3 Audio Mixer			
One (1) each	Tilt/turn Wall Mounts for SONY 40" Bravia Video TV			

Please state length of time the above pricing will remain firm. \_\_\_\_\_ days/months

Please state delivery time for the above equipments upon receipt of order. \_\_\_\_\_ days

Please state freight charges, if any. \$\_\_\_\_\_

Please state any other additional fees or charges, such as environmental disposal fee. \$\_\_\_\_\_

Please provide any additional information on available support services for all the other products and associated cost if any.

<b>3 VALUE-ADDED SERVICES</b>
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State any related value-added services available to WorkSafeBC at no charge.

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<b>SECTION IV - EVALUATION CRITERIA AND PROCESS</b>
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<b>1 EVALUATION</b>
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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	20%
Delivery and installation flexibility	20%
Fees/Overall cost	45%
Value-added services	10%

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.

<b>SECTION V - RESPONSE REQUIREMENTS</b>
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Proponents are asked to provide a clear and well detailed response for their proposed solution that addresses all the specifications and requirements of this RFP in the same format and sequential order as outlined in Section III Specifications.

**SECTION VI - PROPOSAL FORM RFP #045-2009**

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:

<b>ADDENDUM:</b>	<b>DATE OF ADDENDUM</b>	<b>FROM PAGES</b>	<b>TO PAGES</b>
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><b>Company Name:</b></i>	
<i><b>Address:</b></i>	<i><b>Telephone Number:</b></i>
<i><b>City, Province, Postal Code:</b></i>	<i><b>Fax Number:</b></i>

Provide a minimum of two (2) references your organization has supplied and service in BC in the past two (2) years, and that are similar in scope and value to WorkSafeBC's requirements.

<b>1. COMPANY NAME:</b>	
Contact Name:	
Title:	
Phone:	
<b>2. COMPANY NAME:</b>	
Contact Name:	
Title:	
Phone:	
<b>3. COMPANY NAME:</b>	
Contact Name:	
Title:	
Phone:	

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<b>APPENDIX B - WORKSAFEBC OVERVIEW</b>
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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.