



**Workers' Compensation Board of British Columbia**

**Corporate and Health Care Purchasing**

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

**Vehicle Modifications**

**RFP #H013-2009**

**Issue Date: September 3, 2009**

**Proposal Closing Date and Time:**

**2:00 PM – Pacific Time on**

**September 21, 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 requests proposals from qualified Proponents for a vehicle modification and installation of mobility aids and equipment to a 2004 Chevrolet Astro van with the following requirements:

- 16 inch raised roof and side doors
- Installation and servicing of wheelchair lift and secondary controls
- Reference Section IV – Specifications

The successful Proponent shall supply, install and deliver the above requirements in a timely manner to the Worker. In addition, the successful Proponent shall provide to the Worker:

- Orientation and education in the safe use and operation of the modified vehicle;
- A maintenance schedule and user manual for installed equipment.

Selection of any successful Proponent shall be based upon evaluation of proposals received from qualified Proponents.

### 2 PROPOSAL CLOSING AND DELIVERY INSTRUCTIONS

- .1 The Closing Date for this Request for Proposal is **September 21, 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 (1)** of the following methods:

*Hardcopies:*

- **One (1) original of the proposal in hardcopy, and**

- Please ensure proposals are delivered in an envelope identified with the name and address of the Proponent, **addressed to WorkSafeBC, Attn: Corporate and Health Care Purchasing**; with the **RFP number and closing date** clearly identified on the outside of the package to the following address:

**Worker and Employer Services – Main Entrance/Security Desk  
WorkSafeBC  
6951 Westminster Highway  
Richmond, BC V7C 1C6**

**Attn: Corporate and Health Care Purchasing**

*Electronically through BC Bid:*

- An electronic copy of the response will only be accepted in MS Word or Adobe PDF format, Microsoft Office 2003 or earlier.
  - 6 MB maximum file size.
  - Please ensure that the entire proposal is submitted as a single file, except for the RFP Proposal Form which requires a signature, digital signatures are acceptable.
  - ZIP or like files will not be accepted.
  - WorkSafeBC will NOT accept any responsibility for failure to receive or the inability to read any submission for any reason including technical issues, data corruption, failure as a result of BC Bid security system, or failure for any other reason.
- .4 **Fax & Email Proposals will NOT be accepted.**

### **3 HOW TO SUBMIT YOUR PROPOSAL**

- .1 Proponents are requested to complete and return all the following documents in the order listed by proposal closing time:
  - .1 Section VII – Proposal Form RFP #
  - .2 Section VI – Response Requirements
  - .3 Proponent’s Company Quotation Form with drill down of price of proposed items
  - .4 Attachment 1 – References

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

### **4 SUBMISSION CONDITIONS**

- .1 It is the Proponents’ responsibility to ensure that they have received a complete set of documents as listed by the page numbers. By submitting a proposal, the Proponents verify that they have received a complete set of proposal documents including any and all addenda.
- .2 Any additions and/or deletions after proposal closing time will not be accepted by WorkSafeBC.

- .3 Proponents have the sole responsibility to allow sufficient time for the delivery of their proposals by closing date and time as per WorkSafeBC Security/Corporate and Health Care Purchasing time clock (Pacific Time). Proposals received after proposal closing time may be returned to the Proponent unopened.
- .4 Proposals will be opened privately after the proposal closing time.
- .5 WorkSafeBC is subject to the *Freedom of Information and Protection of Privacy Act (FIPPA)* and as such all submissions to this RFP will become the property of WorkSafeBC and as such will be held in confidence by WorkSafeBC subject to the FIPPA disclosure provisions. Any clauses in a document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this RFP the Proponent will be deemed to have accepted this term.
- .6 Except as provided in the Withdrawal of Proposals clause, proposals shall be irrevocable and shall remain open for acceptance by WorkSafeBC for a period of **60** calendar days after the proposal closing date.

## **5 REQUESTS FOR ELECTRONIC COPY OF RFP**

- .1 It is the responsibility of the Proponents who retrieve or download this RFP document from the BC Bid website ([www.bcbid.gov.bc.ca](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 CHCP at (604) 276-3344 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.

## **6 WITHDRAWAL OF PROPOSALS**

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

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<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:**                      **Nelson Lee, Senior Purchasing Officer**  
WorkSafeBC Corporate and Health Care Purchasing  
Phone #:   (604) 279-7437  
Fax #:     (604) 276-3260  
Email:     [purchase@worksafebc.com](mailto:purchase@worksafebc.com)

- .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.

<b>8 INELIGIBILITY OF PROPOSALS</b>
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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.

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## 9 PROPOSAL SIGNING

It is requested that the WorkSafeBC Proposal Form contained in Section VII 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;
  - the 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 the 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.

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### **13 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 502.1A 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.

### **14 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.

### **15 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.

### **16 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.

### **17 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).

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**18 RIGHT TO REJECT**

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- .1 WorkSafeBC reserves the right to reject any proposal or all proposals at its discretion. WorkSafeBC reserves the right to accept any proposal that WorkSafeBC in its discretion considers advantageous.
- .2 If, after closing of the time period for proposals to be submitted to WorkSafeBC, information is received by WorkSafeBC that in WorkSafeBC's opinion significantly changes the original scope of the proposal, then the RFP process will be concluded and no proposal will be accepted.
- .3 WorkSafeBC reserves the right to waive at its discretion any irregularity or non-compliance in any proposal received.
- .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 have its bid accepted.
- .5 This proposal is subject to WorkSafeBC Executive approval and funding. Should all proposals exceed the WorkSafeBC's set budget or not receive approval, WorkSafeBC reserves the right not to accept any proposals.
- .6 The RFP process may be concluded by WorkSafeBC at its sole discretion and no proposals will be accepted if:
  - a review or appeal of a WorkSafeBC decision relating to any aspect of the RFP has been initiated by the Worker or the Employer;
  - WorkSafeBC determines at its discretion that the Worker is unable to fulfil her/his obligations necessary for the RFP;
  - WorkSafeBC determines at its discretion that the Worker's health has changed to a level where the Worker is not fit to use the proposed goods/services; or
  - WorkSafeBC receives fewer than three (3) proposals.

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**19 NEGOTIATION PRIVILEGE**

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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.

<b>20 AWARD OF PROPOSAL</b>
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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 PAYMENT TERMS**

WorkSafeBC's payment terms are net thirty (30) days of the invoice date and shall be in Canadian Funds, unless stated otherwise.

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

### **3 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 pursuant to the Act.

### **4 RECORDS**

- .1 The Proponent shall maintain all records and books concerning the Services provided and fees invoiced by the Proponent under this Agreement.
- .2 The Proponent 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 Proponent 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 Proponent's office or place of business. The Proponent 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 Proponent'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 Proponent shall, within two (2) business days, give WorkSafeBC full access to the Proponent's complete file pursuant to this Agreement.

<b>5 CONFIDENTIALITY AND FREEDOM OF INFORMATION</b>
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- .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 acknowledges that it is a Service Provider within the meaning of FIPPA. 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.

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<b>6 ASSIGNMENT AND SUB-CONTRACTING</b>
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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.

<b>7 CONFLICT OF INTEREST</b>
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- .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;
  - the 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.

<b>8 INDEMNITY</b>
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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.

<b>9 TERMINATION (CANCELLATION)</b>
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**Termination for Cause:**

WorkSafeBC reserves the right to cancel all or any part of this Agreement if the successful Proponent fails to deliver the Goods and/or 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.

<b>10 INSURANCE</b>
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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.

## 11 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

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 Regulations). As such it is important that any Contractor performing Services for WorkSafeBC complies with the Act and Regulations 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 Regulations:

- .1 Safety Record: During the duration of this Agreement the Proponent must possess' a satisfactory safety record based on WorkSafeBC's records.
- .2 Regulation Compliance: The Proponent is responsible to ensure that all work including that of its Subcontractors, is carried out in compliance with all applicable health and safety regulations, including, without limitation, the Workers Compensation Act and the Occupational Health and Safety Regulation, which form a part of the terms and conditions of the contract.

If the Proponent does not comply with this requirement, WorkSafeBC may terminate the Contract for cause.

## 12 THREATS AND HAZARDS

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, it's 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.

## 13 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 and a Personal Harassment Policy. The Contractor and all employees and/or agents shall familiarize themselves with WorkSafeBC's Standard of Conduct and Personal Harassment Policy and conduct themselves accordingly. The two (2) policies are available for viewing at WorkSafeBC website: <http://www.worksafebc.com> under "Bid Opportunities; Purchasing Policies and Terms."

## 14 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 (a Force Majeure Event). Each Party shall take all economical practical steps to reduce the impact of a Force Majeure Event on its performance if its obligations under this Agreement..

#### **15 CSA APPROVAL**

The Proponent(s) 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(s) agrees upon request to furnish WorkSafeBC with a certificate of compliance with this provision in such terms as WorkSafeBC may require.

#### **16 INVOICING**

All invoices submitted must reference the following specific information as assigned by WorkSafeBC; Payee Name and Number, Claim Number, Fee Code, Purchase Order/Authorization ID Number, Date of Service, Date of Invoice and Serial number(s), if applicable.

Invoices may be mailed or faxed and should be addressed to WorkSafeBC Health Care Payments, PO Box 4700, Stn Terminal, Vancouver, BC, V6B 1J1 or fax to (604) 233-9777.

Invoices must be received within ninety (90) days, or earlier, after delivery of goods and/or services. Invoices received after ninety (90) days may be not paid by WorkSafeBC.

The Proponent shall not charge interest and no interest shall be payable by WorkSafeBC.

#### **17 INVOICE DISCREPANCIES**

WorkSafeBC reserves the right to reject and/or return invoices containing discrepancies for correction and/or re-invoicing.

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## **SECTION III - SPECIFIC TERMS AND CONDITIONS**

### **1 WARRANTIES AND GUARANTEES**

- .1 The Proponent warrants that all articles furnished hereunder are free from any defects in design, materials and workmanship, and that the articles fully comply with specifications, and that articles are suitable and fit for the use intended by WorkSafeBC.
- .2 The manufacturers warranty will apply to goods and services provided under the contract.

### **2 WORKMANSHIP**

- .1 The Proponent is required to ensure that all persons employed by it in connection with the performance of the work are qualified persons capable of carrying out the work, adequately trained and certified, fully instructed and supervised by a Supervisor who has knowledge and practical experience acceptable to WorkSafeBC.
- .2 The decisions as to quality, fitness or workmanship in cases of dispute rest solely with WorkSafeBC.

### **3 MATERIAL QUALITY**

- .1 The Proponent shall ensure that all equipment and materials shall be new, not damaged or defective, and of the best quality (compatible with specifications) for purposes intended. The Proponent shall store and maintain the equipment and materials in a manner that will preserve their quality and fitness.
- .2 The Proponent shall not substitute an article, without prior approval by WorkSafeBC.
- .3 The Proponent shall cooperate fully to enable WorkSafeBC and/or consultant to conduct proper inspection of the work performed.
- .4 The Proponent will remove and replace defective products at its own expense. If the Proponent does not carry out its obligations within a reasonable time, WorkSafeBC may remove and replace or modify the unsatisfactory work at the Proponent's cost. Should any dispute arise as to the quality or fitness of products, the decision as to the quality and fitness rests strictly with WorkSafeBC.

### **4 INSPECTION**

All material and workmanship shall be subject to inspection by WorkSafeBC. WorkSafeBC reserves the right to reject any materials which do not comply with the specifications or which contain defective material or workmanship or is not fit for the use intended. The Proponent shall bear all risk and cost of the return of rejected materials. The Proponent shall replace the non-compliant or defective material and/or make right, the workmanship so that the material and/or goods is compliant according to the specifications or fit for the use intended.

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## **5 INFRINGEMENT**

The Proponent warrants that the goods described herein, and the sale or use of them will not infringe on any patent and the Proponent covenants that it will defend at its own cost and expense, every action which may be brought against WorkSafeBC or those selling or using purchased product for any alleged infringement of any patent by reason of the sale or use of such articles. The Proponent agrees to pay all costs, damages, fines and profits recoverable in any such action or to indemnify WorkSafeBC from such costs, damages, fines, and profits claimed from WorkSafeBC in any such action.

## **6 ALTERNATIVE SOURCING**

- .1 WorkSafeBC reserves the right to purchase any of the goods and/or services included within the Contract, from other sources if it deems that the product offered by the successful Proponent do not meet expectations, or that the successful Proponent cannot supply as specified.
- .2 WorkSafeBC reserves the right to obtain any of the items included within the Contract from an alternative supplier when the required item is not readily available from the successful Proponent in an emergency situation.

## **7 BRAND NAMES**

Unless otherwise stated, if, and wherever the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Proponent's responsibility to name such a product in its proposal. Evidence of equality in the form of samples may be requested.

## **8 COMPLETION OF SERVICES**

Time is of the essence for completing the services described in the RFP. The successful Proponent shall complete all work within two (2) weeks of the estimated completion time as set out in the Proposal of the successful Proponent. Subject to Section II, Clause 14 - Force Majeure in the RFP, the costs to expedite work to meet the completion time(s) shall be the responsibility of and at the cost of the successful Proponent.

## **9 PRICES**

If there is a change in price as a result from a change in scope or specification, the Proponent shall notify WorkSafeBC and submit a revised quotation for approval at WorkSafeBC's sole discretion.

## **10 VEHICLE SAFETY STANDARDS**

All vehicle modifications must comply with the Canadian Motor Vehicle Safety Standards.

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<b>SECTION IV - SPECIFICATIONS</b>
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WorkSafeBC is inviting proposals from mobility equipment dealers with experience and capabilities for the installation and service of mobility equipment in modified vehicles.

<b>1 MANDATORY REQUIREMENTS</b>
---------------------------------

The successful Proponent shall have the following requirements 1.1 – 1.3:

**.1 BUSINESS REQUIREMENTS:**

- Have a minimum of \$2 million general liability insurance;
- Be registered in good standing with WorkSafeBC Assessments;
- Have a valid municipal business license;
- Be a NMEDA member in good standing;
- Be established in the business having a minimum of five (5) years experience providing vehicles for modifications, installation and servicing of mobility equipment in modified vehicles;
- Be an authorized dealer and service centre of mobility aids, equipment and services as outlined in your proposal to this RFP;
- Have the ability to factory order or have access to vehicle manufacturers and/or suppliers to provide timely production and delivery of vehicles for modification;

**.2 PERSONNEL AND SERVICE CAPABILITIES:**

- Have service technicians trained and up-to-date with latest industry developments and/or standards;
- Have service technicians that have a minimum of three (3) years experience and certified to perform required installation, repair and servicing of mobility equipment in modified vehicles as per specifications outlined in this RFP and your proposal;
- Have staff to provide orientation, education and training to the Injured Worker in the safe operation and maintenance of mobility equipment used in their modified vehicle;
- Be able to provide timely service (i.e. maintenance service or warranty work) and operate at regular business hours Monday thru Friday.

**.3 CUSTOMER SERVICE AND ACCOUNTABILITY:**

- Be an organization or company that is financially viable;
- Have an established system for the storage, access and disclosure of personal information;
- Agree to provide in a timely manner the goods/services outlined in your proposal to this RFP;
- Agree to forward vehicle modification sign off sheet upon completion of work to WorkSafeBC;
- Agree to WorkSafeBC General and Specific Terms and Conditions in this RFP and upon contract award, the Terms and Conditions of WorkSafeBC Purchase Order.

**.4 ADDITIONAL PREFERRED REQUIREMENTS:**

State in Section VI, Response Requirements the following:

- Has your company provided similar goods/services as outlined in this RFP to WorkSafeBC or similar organizations in size and scope within the past twelve (12) months.
- How many years has your company been a NMEDA member and maintained membership in good standing?
- When was the last training session completed for service technicians to ensure that they are up-to-date with latest industry developments and/or standards?

<b>2 PRODUCT / SERVICE REQUIREMENT SPECIFICATIONS</b>
---

**.1 CONVERSION AND MODIFICATION:**

Modify Worker's 2004 Chevrolet Astro van to include the following features:

- 16" raised roof, paint to match, roll cage, interior finish with headliner
- Raised side doors
- Sub-floor & non-slip flooring in center section
- Mini-Vangater lift to accommodate Worker and wheelchair, 400 lbs capacity (refer to Appendix B for details)
- Relocate bench rearward and relocation of shoulder belts
- Power sliding door operator
- Remote control for lift and power door operators
- Rear exterior control with key lock
- Power transfer seat base in driver position, slide and swivel function, 350 lbs weight capacity. To use OEM seat
- L-track and manual restraint system for unoccupied chair

**.2 WHEELCHAIR AND MEASUREMENT INFORMATION:**

The Worker is currently using an Invacare Torque power wheelchair. Measurements of Worker in wheelchair are as follows:

- Maximum height from top of head to floor: 55"
- Eyes to floor: 51"
- Widest point at rear wheels: 25"
- Tip of toes to back of anti-tips 33"
- Turning radius 29.5"

Refer to Appendix B for further details.

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<b>SECTION V - 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:

<b>EVALUATION CRITERIA</b>	<b>PERCENTAGE (%)</b>
Total Cost (Best Overall Value)	<b>70%</b>
Completion Date	<b>20%</b>
Location of Service Centre in/or closest to: Prince George, BC	<b>10%</b>

Any award of a contract may be subject to satisfactory reference checks in the sole opinion of WorkSafeBC.

WorkSafeBC reserves the right to select the least costly and equally effective solution at WorkSafeBC's sole discretion.

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

**SECTION VI - RESPONSE REQUIREMENTS**

Complete all requested information in the RFP response form and submit to WorkSafeBC. Incomplete forms may not be evaluated and/or accepted. Supplemental information will not be considered as a substitute for providing complete information as requested in this RFP response form. Supplemental information is promotional material or information brochures. These may be included as an attachment to your submission as additional information only.

<b>1.0 BUSINESS INFORMATION</b>		
Business/ Trade Name:		
Legal Name (if different from above):		
Division of (if applicable):		
Street:		
City:	Prov:	Postal Code:
Contact Name:		Title:
Telephone:		Cell Phone:
Answering Service:		Pager:
Fax:		Email:
<b>1.1 Location where you are proposing the services (if different from above)</b>		
Contact Name:		Title:
Street:		
City:	Prov:	Postal Code:
Telephone:		Cell Phone:
Fax:		Email:
<b>2.0 MANDATORY REQUIREMENTS</b>		
2.1	<b>Conflict of Interest:</b> State if your company has any potential areas of conflict of interest (as per Section II Clause 7.1 and 7.2) with the provision of the goods/services outlined in your proposal to WorkSafeBC. If YES, provide a description as an attachment to your submission.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.2	State if your company currently possess either comprehensive or commercial general liability with a licensed Canadian insurer in an amount not less than \$2 million dollars per occurrence, insuring against bodily injury, personal injury and property damage.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.2	State if your company is registered and in good standing with WorkSafeBC Assessments.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.3	State if your company has a valid municipal business license.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.4	State if your company is a NMEDA member and has maintained membership in good standing for at least two (2) consecutive years.	<input type="checkbox"/> No <input type="checkbox"/> Yes

2.5	State if your company has a minimum of five (5) years experience providing vehicles for modification, installation and servicing of mobility equipment in modified vehicles.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.6	State if your company is an authorized dealer and service centre of mobility aids, equipment and services as per your proposal to this RFP.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.7	State if your company has the ability to factory order or have access to qualified vehicle manufacturers and/or suppliers to provide timely production and delivery of vehicles for modification. For example, a Quality Assurance Program (QAP) certified facility.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.8	State if your company has provided similar goods/services as outlined in this RFP to WorkSafeBC or organizations similar to WorkSafeBC in size and scope	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.9	State if your company has service technicians trained and maintained in respective certifications with latest industry developments and/or standards.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.10	State if your company has service technicians certified to perform required installation, repair and servicing of mobility equipment in modified vehicles as outlined in your proposal to this RFP.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.11	State if your company have staff that will provide orientation and education in respects to mobility aids, equipment and vehicles to WorkSafeBC staff and Injured Workers.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.12	State if your company is able to provide timely service (i.e. maintenance service or warranty work) and operate at regular business days Monday thru Friday.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.13	State if your company is financially viable, meaning your company does not rely on this order to remain financially sustainable to maintain operations.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.14	State if your company has secure storage and protection of client information where only authorized personnel can access the information that is compliant with the Freedom of Information and Privacy Act R.S.B.C 1996 c.165 (FIPPA).	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.15	State if your company agrees to provide in a timely manner the goods/services outlined in your proposal to this RPF. Any delay by the Proponent, costs to expedite to meet agree-to date(s) shall be the responsibility of and at the cost of the Proponent.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.16	State if your company agrees to forward vehicle sign off sheet upon completion of work to WorkSafeBC	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.17	State if your company agrees to WorkSafeBC General and Specific Terms and Conditions in this RFP and upon contract award, the Terms and Conditions of WorkSafeBC Purchase Order.	<input type="checkbox"/> No <input type="checkbox"/> Yes
2.18	Has your company provided similar goods/services as outlined in this RFP to WorkSafeBC or similar organizations in size and scope within the past twelve (12) months.	_____ years
2.19	How many years has your company been a NMEDA member and maintained membership in good standing?	_____ years
2.20	When was the last training session completed for service technicians to ensure that they are up-to-date with latest industry developments and/or standards?	_____ years

**QUOTATION SUMMARY**

It is requested that the Proponent include with their proposal a copy of their **quote sheet with breakdown cost of each component**. In addition, please complete the following:

<b>3.0</b>	<b>PROPOSED VEHICLE MODIFICATIONS PRICING</b>	
3.1	Raised roof & doors:	\$
3.2	Mini-Vangator Lift:	\$
3.3	Power sliding door operators:	\$
3.4	Transfer seat base:	\$
3.5	Remote control for lift and power door operators:	\$
3.6	Rear exterior control with key lock Other Costs:	\$
3.7	Transport charges	\$
3.8	Other charges, please specify or attach details:	\$
3.9	<b>TOTAL COST</b> (add amounts from 3.1 thru 3.8):	\$
<b>4.0</b>	<b>PRODUCTION/LEAD TIME (in weeks or specify)</b>	
4.0	Conversion lead time:	Weeks
4.1	Transport/Delivery lead time:	Weeks
4.3	Wheelchair lift install:	
4.4	Other, please specify or attach details:	
4.5	<b>Estimated total lead time to complete</b> (add 4.1 thru 4.4):	
<b>5.0</b>	<b>WARRANTY DETAILS</b>	
5.1	Conversion (raised roof, raised door, etc)	
5.2	Wheelchair lift	
5.3	Power seat base.	
5.4	Other, please specify or attach details.	
<b>6.0</b>	<b>ADDITIONAL INFORMATION:</b> Please include as an attachment as required.	
<b>7.0</b>	<b>SUBMISSION FORMAT CHECKLIST:</b> It is requested that your proposal to WorkSafeBC be submitted in the following order:	
7.1	Section VII – Proposal Form RFP #	
7.2	Section VI – Response Requirements	
7.3	Proponent’s Company Quotation Form with breakdown of price of proposed items	
7.4	Attachment 1 - References	

**SECTION VII - PROPOSAL FORM RFP #**

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 or attach Clearance Letter from Workers' Compensation Board of Province where work is to be performed:</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.

<b>ATTACHMENT 1 - REFERENCES</b>
----------------------------------

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

<b>1.0 Provide a reference from an organization of similar size and/or scope of WorkSafeBC.</b>
---

<b>1.1 COMPANY NAME:</b>		
Contact Name:		
Title:		Phone:
Scope:		
Value:	\$	

<b>2.0 Provide two (2) references from a major supplier that your company deals with on a regular basis related to mobility equipment and vehicles.</b>
---

<b>2.1 COMPANY NAME:</b>		
Contact Name:		
Title:		Phone:
<b>2.2 COMPANY NAME:</b>		
Contact Name:		
Title:		Phone:

<b>3.0 Provide two (2) references from your customer whom you provided goods and services similar to the service requirements outlined in this RFP.</b>
---

<b>3.1 CONTACT NAME:</b>		Phone:
<b>3.2 CONTACT NAME:</b>		Phone:

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## APPENDIX A - WORKSAFEBC OVERVIEW

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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.

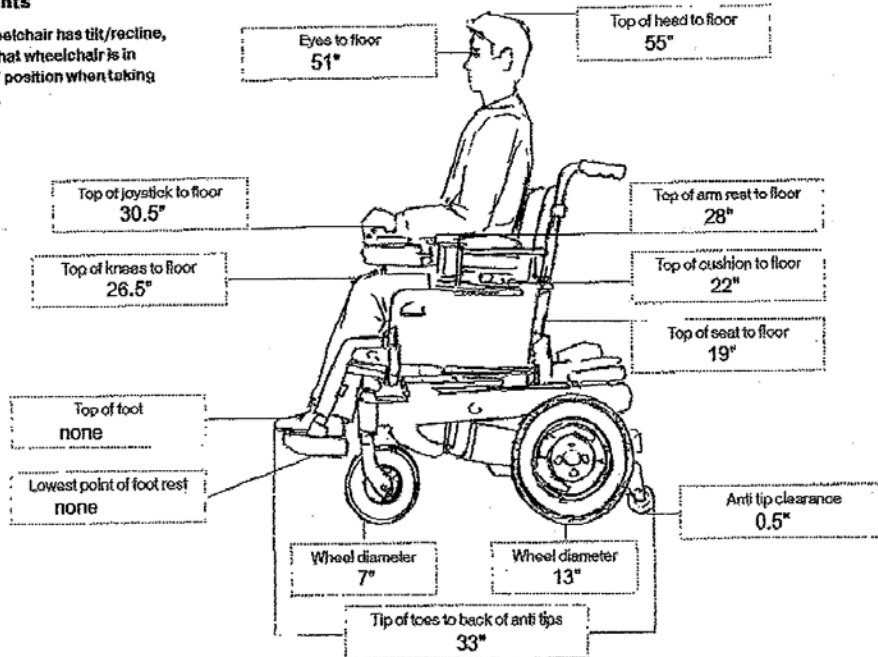
**APPENDIX B – ASSESSMENT REPORT**

**WorkSafeBC power wheelchair assessment**

Wheelchair make <b>Invacare</b>		Model <b>Torque</b>	
Tilt	Recline	Foot rest (split/locked) <b>none</b>	Year <b>2009</b>

**Measurements**

**Caution:** If wheelchair has tilt/recline, please ensure that wheelchair is in fullest "upright" position when taking measurements.



Width of rear wheels at widest point <b>25"</b>	Width of front wheels at widest point <b>21"</b>
Widest point at arm rest <b>23"</b>	Widest point at foot rest <b>none</b>
Turning radius <b>29.5"</b>	Length in fully tilted position
Length in fully reclined position	Length with legs and back slightly reclined or tilted

**Wheelchair concerns**

Is this the worker's permanent wheelchair and cushion that will be used to access the vehicle? (please explain)    Yes     No

Worker recently assessed for the above power wheelchair (May 27, 2009).

#### Definitions

1. In this Schedule,
  - (a) "the FIPPA" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
  - (a) "**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;
  - (b) "**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.
  - (c) "**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 FIPPA 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 FIPPA 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 FIPPA 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 FIPPA 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. Personal Information shall be kept according to the standards of WorkSafeBC or of the professional governing body/college of the Contractor whichever imposes the higher standard. 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 FIPPA or to any agreement between WorkSafeBC and the Contractor.

#### Storage and access to personal information

10. Unless WorkSafeBC otherwise directs in writing or the Agreement specifically provides otherwise, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada except in compliance with section 33.1(1)(p) of the FIPPA.

#### Retention of personal information

11. Unless the Agreement otherwise specifies or as required by law, 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 except in compliance with section 33.1(1)(p) of the FIPPA.

#### 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 arising from any such inspection.

#### Compliance with the FIPPA and directions

16. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the FIPPA applicable to the Contractor as a service provider, including any applicable order of the Commissioner under the FIPPA and
  - (b) any direction given by WorkSafeBC under this Schedule.
17. The Contractor acknowledges that it is familiar with the requirements of the FIPPA governing personal information that are applicable to it as a service provider.
18. In the event the Contractor has employees and/or subcontractors involved in the performance of the Agreement, the Contractor agrees to require each employee and/or subcontractors sign a confidentiality agreement.

#### 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 FIPPA or an applicable order of the commissioner under the FIPPA, 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.