



Workers' Compensation Board of British Columbia

Corporate and Health Care Purchasing

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

PRIVATE INVESTIGATION SERVICES

RFP #035-2010

Issue Date: August 31, 2010

Proposal Closing Date and Time:

**2:00 PM – Pacific Time on
September 21, 2010**

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

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

Mail / Courier / By Hand:
Worker and Employer Services – Main Entrance/Security Desk WorkSafeBC 6951 Westminster Highway Richmond, BC V7C 1C6 Attn: Corporate and Health Care Purchasing
Electronically
Electronic copies of the RFP may be submitted in accordance with the BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system will be able to submit electronic bids.
Email & Fax responses will NOT be accepted.

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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 is seeking responses from Private Investigation (PI) firms to assist in the completion of investigations in the area of surveillance relative to compensation and/or disability claims. These investigation services include, but are not limited to, those listed and defined in Appendix D – Surveillance Investigation Protocols by WorkSafeBC, which is available upon request and forms part of this RFP. WorkSafeBC also requests that all proposal responses include any appendices, if required and including Appendix E – Private Investigation Form Application.

2 PROPOSAL CLOSING AND DELIVERY INSTRUCTIONS

- .1 The Closing Date for this Request for Proposal is **September 21, 2010 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**
- One (1) electronic version of their submission on CD/DVD or USB flash drive in Adobe PDF format or Microsoft Office (2007 or earlier version) e.g. Word, Excel, PowerPoint;
 - If there is any inconsistency between the hardcopy and the electronic version of the submission, the hard copy form of the document prevails;
 - It is the Proponent's responsibility to ensure the data integrity of the electronic version of their submission, as failure (e.g. inaccessible file/data, corrupted file/data) may impact the scoring of their submission.
- Please ensure proposals are delivered during normal operating hours: Weekdays 7:30 AM to 5:00 PM, 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 2007 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 IV 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 **120** calendar days after the proposal closing date.

5 REQUESTS FOR ELECTRONIC COPY OF RFP

- .1 It is the responsibility of the Proponents who retrieve or download this RFP document from the BC Bid website (www.bcbid.gov.bc.ca), or the WorkSafeBC website (www.worksafebc.com – reference Bid Opportunities), to ensure they monitor these sites for any addendum to the RFP document issued up to and including the closing date.
- .2 For requests of electronic copies of this Request for Proposal, please contact Jason Lin at (604) 276-3344 or purchase@worksafebc.com and provide the appropriate RFP number, your name, phone number and email address.
- .3 Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Submission.

6 WITHDRAWAL OF PROPOSALS

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

7 CLARIFICATION

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

PROPOSAL INQUIRIES:

Todd Stojcic

WorkSafeBC Corporate and Health Care Purchasing

Phone #: 604-279-7413

Fax #: 604-276-3260

Email: purchase@worksafebc.com

- .2 The Proponent is requested to submit in writing by fax or email (604-276-3260/ purchase@worksafebc.com) any questions regarding the specifications, discrepancies, omissions or any apparent ambiguities to the attention of WorkSafeBC not less than three (3) working days before proposal closing time.
- .3 The question shall be reviewed, and where the information sought is not already clearly indicated, WorkSafeBC shall issue an addendum to all Proponents which shall become part of the contract documents.
- .4 Addenda are the only means of verifying, clarifying, or changing any of the information contained in this Request for Proposal. No employee or agent of WorkSafeBC, other than a

member of the Corporate and Health Care Purchasing is authorized to change the content of this proposal and/or any addenda. It is requested that receipt of all addenda be acknowledged in the space provided on the Proposal Form.

- .5 WorkSafeBC will not grant requests for individual meetings in person with Proponents to answer any question before the closing deadline or before contract award, unless otherwise indicated in this document.

8 INELIGIBILITY OF PROPOSALS

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

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

9 PROPOSAL SIGNING

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

10 CONTRACT DOCUMENTS

- .1 Proponents are requested to identify proposals with the designated proposal number as indicated.
- .2 The following list of documents, and any other documents that may be incorporated by agreement of the parties shall comprise the contract documents, which are collectively referred to in this Request for Proposal:
 - the General Terms and Conditions and Specific Terms and Conditions appearing as part of this document;
 - the Specifications and all appendices 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 **Harmonized Sales Tax ("HST"):** WorkSafeBC is subject to the HST. Where applicable, the Proponent shall indicate HST separately on each line item on all invoices and include the Proponent's GST/HST registration number.
- .2 **Withholding Tax:** Non-residents of Canada are subject to a withholding tax of 15% as per paragraph 153(1)(g) of the Canadian Income Tax Act and Subsection 105(1) of the Income Tax Regulations. This tax is considered a payment on account of the non-resident's overall tax liability to Canada.

WorkSafeBC will hold back 15% of total payment to the successful Proponent unless the successful Proponent provides Non-Resident Tax Waiver Certification from Canada Revenue Agency (CRA). It is the successful Proponent's responsibility to apply to CRA for a waiver of this withholding 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 TRADE AGREEMENTS

- .1 If the value of any response(s) resulting from this RFP and any subsequent process exceeds the cost thresholds stipulated in Article 502 of the Agreement on Internal Trade then all provisions of Chapter Five: Procurement of the Agreement on Internal Trade will apply.
- .2 The Trade, Investment and Labour Mobility Agreement (TILMA) Article 3, 4, 14 and Part V will apply to any responses resulting from this RFP.
- .3 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.

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.

18 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.

19 ACCEPTANCE OF PROPOSAL

- .1 WorkSafeBC is not bound to award to any Proponent or to the lowest priced 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 reserves the right to disqualify, without notice or consultation, any Proponent from the competitive process that has failed to meet its contractual obligations to WorkSafeBC in any prior contract, in WorkSafeBC's sole opinion. This includes, but is not limited to, where the Proponent has committed:
 - A breach in a current or prior contract with WorkSafeBC;
 - Repeated critical or fundamental performance deficiencies without any remedial actions, despite formal notifications from WorkSafeBC.
- .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 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.

20 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.

21 AWARD OF PROPOSAL

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

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

SECTION II - GENERAL TERMS AND CONDITIONS

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

1 GOVERNING LAW / JURISDICTION

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

2 REVIEW

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

3 PAYMENT TERMS

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

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

4 RIGHT OF SET-OFF

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

5 RECORDS

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

inspection, audit, or reproduction by its employees and/or subcontractors or authorized representatives, during normal business hours at the Contractor's office or place of business. The Contractor shall not charge any fee for the cost of reproduction of records required under this Agreement.

- .4 WorkSafeBC may, at any time during the Term of this Agreement, audit all the Contractor's accounting records and books concerning Services provided under this Agreement, including any and all documents and other materials, in whatever form they may be kept, upon which the accounting records and invoices are based.
- .5 Upon receipt of a request from WorkSafeBC, the Contractor shall, within two (2) business days, give WorkSafeBC full access to the Contractor's complete file pursuant to this Agreement.

6 INDEPENDENT CONTRACTOR

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

7 REPORTS

- .1 The successful Proponent shall upon the request of WorkSafeBC, from time to time, permit WorkSafeBC to examine and copy any findings, data, specifications, drawings, working papers, reports, documents and material whether complete or otherwise (herein collectively called the "Material") that have been produced by, received or acquired by the successful Proponent as a result of this agreement.

8 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.

9 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- .1 Information includes “record” and “personal information” as defined in B.C. *Freedom of Information and Protection of Privacy Act* (FIPPA). Any Information supplied by the successful Proponent to WorkSafeBC and any Information supplied by WorkSafeBC to the successful Proponent under this Agreement is subject to FIPPA.
- .2 The successful Proponent shall comply with Schedule A and will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the successful Proponent to fulfill its obligations under this Agreement will not, without the prior written consent of WorkSafeBC, publish, release or disclose or permit to be published, released or disclosed, any Information supplied to, obtained by, or which comes to the knowledge of the successful Proponent as a result of this Agreement except as required by law. In such instances, the successful Proponent shall advise WorkSafeBC prior to disclosing the information. The successful Proponent further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA. The confidentiality requirement is not avoided by removing references to names or other identifying Information. Any violation of this confidentiality requirement or any breach of any relevant privacy legislation constitutes a fundamental breach of this Agreement and gives rise to an immediate right on the part of WorkSafeBC to terminate this Agreement and may result in WorkSafeBC taking legal action against the successful Proponent. The decision to terminate this Agreement or to seek an alternative remedy shall be in the sole discretion of WorkSafeBC. When any Information is no longer required by the successful Proponent to carry out the Agreement or as required by law it shall be returned to WorkSafeBC or destroyed in accordance with the standards set by FIPPA.
- .3 The successful Proponent will allow WorkSafeBC to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the successful Proponent, the successful Proponent must provide details of the harm in accordance with section 21 of the FIPPA.
- .4 Any Information or records retained by the successful Proponent should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.
- .5 All employees of the successful Proponent working on the contract will be informed of and understand the privacy standards set by FIPPA. The successful Proponent shall identify an employee who is responsible for ensuring compliance with the privacy standards set by FIPPA.

10 ASSIGNMENT AND SUB-CONTRACTING
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WorkSafeBC assigns work to PI firms by the means of a Surveillance Request letter. The Surveillance Request Letter will authorize a certain number of surveillance hours. The budget assigned for the completion of the investigation is inclusive of all hours of investigation. A copy of the original Surveillance Request is to be returned with the DVD-R.

The firm will not exceed the agreed upon budget without the approval of the WorkSafeBC Field Investigator. A typical assignment is for twenty (20) hours of surveillance, providing that the client of the assignment is located and/or identified within the first five (5) hours of surveillance.

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.

11 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.

12 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.

13 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.

14 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.

15 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.

16 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

As a condition of contract award:

- .1 **Safety Record:** The successful Proponent should 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.

Failure of the Proponent to comply with the above requirements shall be cause for immediate termination of any agreement without penalty to WorkSafeBC.

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, 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.

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 Scent Safety in the Workplace Policy. The successful Proponent and all employees, servants, agents and/or subcontractors shall familiarize themselves with these and conduct themselves accordingly. The three (3) policies will be provided upon request and are available for viewing under "Purchasing Policies and Terms; Bid Opportunities" at www.worksafebc.com.

19 FORCE MAJEURE

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

20 DEFAULT RESOLUTION

If WorkSafeBC delivers to the successful Proponent written notice of default in any of the services to be provided by the successful Proponent, and the successful Proponent fails to remedy such default;

- .1 within three (3) working days from and after delivery of the written notice; or
- .2 within such period less than three (3) working days from delivery of written notice fails to take such action as will ensure WorkSafeBC suffers no loss or damage then WorkSafeBC may, without further notice to the successful Proponent, take such steps as may, in the sole judgment of WorkSafeBC, be necessary to remedy such default, and without limiting any of WorkSafeBC's remedies at law or in equity, all costs incurred by WorkSafeBC shall be paid by the successful Proponent.

If the successful Proponent fails to pay such costs on demand, WorkSafeBC shall be entitled to either deduct the costs from any other amounts payable under this agreement or to withhold payment of any amounts payable to the successful Proponent until such time as WorkSafeBC has recovered all its costs in remedying the default.

SECTION III - SPECIFICATIONS

1 INTRODUCTION

WorkSafeBC Field Investigation Department is seeking responses from Private Investigation (PI) firms to assist in the completion of investigations in the area of surveillance relative to compensation and/or disability claims. These investigation services include, but are not limited to, those listed and defined in Appendix D – Surveillance Investigation Protocols by WorkSafeBC, which is available upon request and forms part of this RFP.

WorkSafeBC Field Investigation Department has redefined its service model around specific regional requirements based on historical data. The goal is to increase efficiencies and communication between WorkSafeBC and the Contracted Firms.

All Proponents will be expected to furnish all tools, equipment, labour, supervision, materials and other supplies, permits and services necessary for the execution and completion of work as indicated on the specifications.

2 TIMELINE ESTIMATES

RFP Release Date:	August 31, 2010
Proposal Due:	September 21, 2010
Phase One: Evaluation of Proposals:	September 22 – October 6, 2010
Phase Two: Presentations and Interviews:	October 7 - November 12, 2010
Selection:	November 19, 2010

* All dates above are approximate and subject to change.

3 INTENT OF RFP

- .1 This RFP does not provide a complete understanding of WorkSafeBC's surveillance program, nor does it contain all matters upon which an agreement must be reached. WorkSafeBC reserves the right to include additional or modified technical and performance specifications upon selection of the successful Proponent.
- .2 Responses to this RFP may be used to select the Proponents for surveillance and investigation services and to qualify Shortlisted Proponents who may be able to provide services to WorkSafeBC in the future.
- .3 Based on the Responses received for the RFP, WorkSafeBC may:
 - Decide not to proceed with the work or solution;
 - Decide to defer the work or solution;
 - Request further information using an Request For Clarification
 - Shortlist one (1) or multiple Proponents to formally present their proposed solution and/or approached to the WorkSafeBC Selection Committee;

WorkSafeBC reserves all rights defined herein Section I, Instructions to Proponents, as deemed in the best interest of WorkSafeBC.

- .4 As WorkSafeBC requests presentations, shortlisted Proponent(s) will be notified of the specific time, date and location for Phase Two, the presentation of their submission. All costs incurred in the preparation of a Response and the presentation, including travel costs, are the responsibility of the Proponent and are not chargeable to WorkSafeBC. All presentations for Lower Mainland and Fraser Valley shortlisted Proponent(s) will be made at the WorkSafeBC Richmond Head Office. For any shortlisted Proponent(s) situated outside of the Lower Mainland or Fraser Valley, the presentations will be coordinated at the designated regional WorkSafeBC Service Delivery Location (SDL). WorkSafeBC will attempt to accommodate the availability of all Proponents(s), however, WorkSafeBC reserves the right not to continue with Proponent(s) who are not available for a presentation at a time, date and location as determined by WorkSafeBC.
- .5 WorkSafeBC reserves the right to conduct semi-annual performance reviews of all Successful Proponent(s). An outline of the performance reviews may be issued to the Successful Proponent(s) at the same time as the contracts are awarded. Performance reviews may include, but not limited to:
 - The quality of work from past assignments;
 - The general professionalism and objectivity of the Private Investigator's evidenced by previous assignments and reports;
 - The Private Investigator's past adherence to WorkSafeBC performance standards;
 - Any other information concerning the Private Investigators that may impact the quality, effectiveness or intrusiveness of the surveillance.

WorkSafeBC reserves the right to modify the performance reviews on an as needed basis.

- .6 WorkSafeBC reserves the right to make decisions as to quality, fitness or workmanship and in cases of dispute such decisions rest solely with WorkSafeBC.

Based on WorkSafeBC Surveillance Investigation Protocols any investigator not acceptable to WorkSafeBC for any reason including, quality of performance, improper conduct, or who is discovered to be a security risk, may be excluded from WorkSafeBC assignments and replaced forthwith.

4 DURATION OF POTENTIAL CONTRACTS FOR PRIVATE INVESTIGATION SERVICES

- .1 Existing Contracts:

All existing Contracts for Private Investigation Services will conclude upon notice from WorkSafeBC. WorkSafeBC intends to award new contracts as following the completion of this RFP process.

- .2 Duration of New Contracts:

The contract term for the Purchase Order will be for THREE (3) years:

Anticipated Term: December 1, 2010 to November 30, 2013

All rates are to remain firm for the first three (3) year term.

WorkSafeBC reserves the right to extend the term of this contract for an optional period of up to two (2) additional years on a year by year basis. This option is at the sole discretion of WorkSafeBC and would be subject to negotiation by both WorkSafeBC and the successful Proponent.

The maximum duration of any contract awarded including both initial term and any subsequent optional renewal terms will be a maximum of sixty (60) months.

5 REMOVAL FROM SERVICES

- .1 At WorkSafeBC's discretion, WorkSafeBC may remove Contracted Firm from Services where in the opinion of WorkSafeBC any occurrence of the following has occurred:
 - Failure to notify WorkSafeBC of a change of ownership.
 - Failure to comply with Terms and Condition contract.
 - Failure to respond or declining on three (3) or more Surveillance Requests in the proponent's primary region. If a Contracted Firm fails to inform WorkSafeBC's contact person of changes to contact information, WorkSafeBC will not be responsible to contact Proponents to obtain current information.
 - Failure to submit Response to Surveillance Requests in a timely manner.
 - Failure to comply to the terms and conditions indicated in Appendix D, Section A – Performance Standards for Private Investigation Firms and Private Investigators.
 - Failure to have or maintain an account manager responsible for the WorkSafeBC account.
 - Providing an unsuitable resume for a proposed Investigator, with false or misleading information in either the RFP process or anytime during the contract period.
 - Submitting invoices that contain errors.
 - Providing unacceptable service as determined by WorkSafeBC.
 - Failure to maintain business operation licenses in good standing.
 - Failure to register and maintain WorkSafeBC Assessment coverage, if required to be registered by the Workers Compensation Act.
 - Requests by Proponent(s) to be removed from the contract service.
- .2 WorkSafeBC will notify the Contracted Firm in writing of its intent to remove their firm from contract services.
- .3 WorkSafeBC reserves the right to reinstate a Contracted Firm at WorkSafeBC's direction, if the firm provides corrective action that is satisfactory to WorkSafeBC.

SECTION IV - EVALUATION CRITERIA AND PROCESS

1 PROPONENT EVALUATION CRITERIA

.1 WorkSafeBC is seeking reliable, financially stable Private Investigation firms that can meet its cost, quality and service requirements for each WorkSafeBC region as outlined below. WorkSafeBC selection process will involve two phases: Phase One evaluation based on RFP submissions followed by Phase Two, Shortlisted Proponent presentation and interview.

.2 Phase One – Evaluation of Proposals

WorkSafeBC will evaluate and rank all responses based on the material submitted for this RFP. Please ensure that your response is complete and address all elements of WorkSafeBC RFP requirements. The Evaluation Criteria for all proposals in Phase One will be based on WorkSafeBC's evaluation of the responses using criteria that includes:

- 20% - Proven experience in and Investigation work relevant to benefit and/or disability claims (including references and past performance with WorkSafeBC or similar Organizations)
- 13% - PI Firm/company profile (PI Firm Application)
- 25% - Rates
- 2% - Geographic location of services provided

After the evaluation of proposals in Phase One is completed, WorkSafeBC will segregate all Proponents proposals based on their selection of Regional Identified Areas as their Primary area of work. WorkSafeBC will then rank all Proponents by scores for each Regional Identified Area. Shortlisted Proponents will be selected from the top ranked Proponents and the number of Contracted Firms required for Regional Assignments, as defined in 1.5 below, and up to two (2) additional firms for each region.

.3 Phase Two – Presentations and Interviews

WorkSafeBC will contact and arrange the meetings with the Shortlisted Proponent(s) to complete Phase Two, a presentation and interview. The Phase Two Shortlist will be based on the following:

- 20% - Presentation (maximum 30 minutes)
- 20% - Interview (maximum 50 minutes)

Presentation: Shortlisted Proponents will be expected to provide a presentation on their firms operational experience, methods of operation, organization structure and ability to provide surveillance investigations to WorkSafeBC.

Interview: Following the presentation, a panel from WorkSafeBC Field Investigations Department will, conduct a question and answer period regarding proponents presentation, principles of firm, knowledge of WorkSafeBC Protocols, FIPPA, staff training, and surveillance operations.

The Proponent(s) selected for Phase Two will be responsible to ensure that staff attending the presentation, are able to respond to detailed business and/or technical questions.

4 Evaluation Award

The determination of successful Proponent(s), from the Shortlisted Proponents in each region, will be awarded by accumulative totals of Phase One and Phase Two evaluations. WorkSafeBC will limit the number of Contracted Firms as indicated by Regional assignment in 1.5 below.

.5 Regional Assignments – Refer to Appendix E for outline description of each region.

The Regional assignments of Contracted Firm(s) for awards to surveillance contracts will be as follows:

- Lower Mainland: 8 Contracted Firms
- Fraser Valley: 1 Contracted Firm
- Central Interior: 1 Contracted Firm
- Okanagan: 1 Contracted Firm
- Kootenay: 1 Contracted Firm
- Northern Interior: 1 Contracted Firm
- Vancouver Island North: 1 Contracted Firm
- Vancouver Island Central: 1 Contracted Firm
- Vancouver Island South: 3 Contracted Firms

.6 Regional Contracts

Contracted Firms for service in a given region that have more than one (1) service provider required for that region will be assigned work on a rotational assignment basis from a list maintained by WorkSafeBC Field Investigations Department. Should no Proponent be selected or there be no stated interest for any identified region as a Primary work area, WorkSafeBC may seek to award that Regional contract service to a Contracted firm who has expressed interest in that region as their Alternate work area.

.7 Wait List

A “Wait List” for each Regional Identified Areas will be established from the firms who are unsuccessful, but have met WorkSafeBC’s requirements after Phase Two of the evaluation. The “Wait List” will be ranked according to accumulative totals from the RFP Evaluation Criteria. During the term of service, in such case that a Contracted firm is removed for any reason as a service provider within that region, WorkSafeBC may establish a new contract with next firm from the “Wait List”.

.8 On-Call List

If for any reason a Contracted Firm is not available, where surveillance services are required; an “on-call list” of backup service providers for each region will be established from Contracted Firm(s) with current contracts, who have listed that region as an Alternate Regional Identified Area on their RFP proposal. The “on-call list” sequence will be maintained by WorkSafeBC.

If volumes are higher than anticipated for any given region, with only one service provider on an on-going basis, WorkSafeBC reserves the right to award an additional contract based on volume over and above reasonable capacity for the Contracted Firm. This selection for this contract will be determined by the next firm from the "Wait List".

- .9 The awarding of a contract may be subject to satisfactory inspection for the general security measures protecting your business office and storage of work files and related materials for WorkSafeBC files. All Investigators for Contracted Firms will be required to sign and acknowledge a Confidentiality Agreement prior to work assignment with WorkSafeBC.

2 MINIMUM REQUIREMENTS

- .1 WorkSafeBC requests that Proponents to the RFP meet the following minimum requirements:
 - Have a full time in-house Account Manager to address customer concerns.
 - Have a valid BC Security Business Licence in the category of Private Investigations. It is the responsibility of the PI firms to comply with the licensing requirements as set forth in the Security Services Act, Part 2 (SBC 2007) and any other legislation, acts or rules that govern the conduct of Private Investigators.
 - PI firms must have current WorkSafeBC assessment coverage if required to be registered by the Workers Compensation Act. Failure to register and maintain coverage will result in termination or suspension of any business with WorkSafeBC without prior notification.
 - Have a current municipal Business License.
 - Have recently done PI work in the area of surveillance relative to benefit and/or disability claims.
 - Have been in business for a minimum of three (3) years.
 - Have access to a number of Investigators capable of performing a variety of roles.
- .2 Failure to meet the minimum requirements will result in a Proponent not being considered for a full evaluation and placement on the Shortlist.

SECTION V - RESPONSE REQUIREMENTS
--

Please ensure that your response is complete and provides enough detailed information for WorkSafeBC to fully evaluate your response in relation to the requirements and objectives described in this RFP, including the following:

1. Introduction:

Please include a letter of introduction with an overview of your company, its history, its number of years experience in work described herein (Maximum 2 pages).

2. Skills Knowledge and Experience Overview:

Please provide an overview of your customer base in Canada. Please provide evidence of relevant experience of your key personnel who would be dealing with WorkSafeBC's account and include a brief description of their role in other projects that are similar to that proposed for WorkSafeBC. Provide information and resumes showing the qualifications and experience of proposed resources in relation to the skills, knowledge and experience.

3. Response Instructions and Format:

- Please complete and forward "Request Form for Appendix D"
- Review WorkSafeBC Appendix D – Surveillance Investigation Protocols
- Please complete and include Section VI – Proposal Form RFP 035-2010 and enclose as the cover page of your submission response package. Please ensure that it is signed, includes your WorkSafeBC registration number and any addenda are referenced.
- Please include your letter of introduction
- Please include your company overview of Skills, Knowledge and Experience
- Please complete and include Appendix E – Private Investigation Firm Application
 - A detailed schedule of Rates for services
 - A copy of the firm's Security Business License.
 - A copy of the firm's current municipal Business License.
- Please complete and include with your submission forms:
 - Appendix A – References
 - Appendix B – Protection of Privacy Assessment (Note – WorkSafeBC will not accept any proposals where data is stored outside of Canada.)

By submitting a response, the Proponent will be held to have personally examined and carefully read the specifications, and to have satisfied themselves as to their ability to meet all the difficulties attending the execution of the proposed contract before the delivery of their response, and agrees that the successful Proponent(s) will make no claim against WorkSafeBC based on ignorance or misunderstanding of the contract provisions.

SECTION VI - PROPOSAL FORM RFP #035-2010

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

Company Name

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

ADDENDA

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

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

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

Authorized signing officer

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

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

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

APPENDIX A - REFERENCES

The proponent must provide three (3) references your organization has completed in British Columbia in the past three (3) years, that are related to work experience in the area of surveillance relative to insurance or disability claims (not including WorkSafeBC).

WorkSafeBC reserves the right to contact the references to confirm the nature of the work provided by a Respondent and to obtain additional references regarding the Proponent's performance. WorkSafeBC will not enter into a contract with any Proponent whose references, in WorkSafeBC's sole opinion, are found to be unsatisfactory.

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

APPENDIX B – PROTECTION OF PRIVACY ASSESSMENT
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PROTECTION OF PRIVACY ASSESSMENT

The Freedom of Information and Protection of Privacy Act (FIPPA) requires WorkSafeBC and any Service Provider to it, ensures personal information in its custody or under its control is stored or accessed only in Canada except in limited circumstances. As a condition of contract award, the Contractor must provide evidence of their compliance. Submit the following information as an attachment to your submission.

Further information is available regarding this requirement at:
<http://www.msar.gov.bc.ca/privacaccess>.

<p>1.1 Is your company a subsidiary and/or has any affiliation of any type with any entity outside of Canada? If yes, state their names and relationships:</p>	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<p>1.2 State the legal status of the business. E.g. Sole proprietor, partnership or limited company. 1.2.1 If the business is a partnership, state the countries where the partners reside; 1.2.2 If the business is a limited company, state the countries where the directors reside.</p>	
<p>1.3 Is your company wholly owned by a Canadian entity? If no, state the nature of the foreign ownership:</p>	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<p>1.4 Is your company controlled and operated by a Canadian entity? If no, state the nature of the foreign control and operations:</p>	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<p>1.5 State the location where personal information is currently stored, by whom and who would have access to this information.</p>	

1.6	State how and the location where you propose to store and access personal information you obtain from WorkSafeBC, if successful.
1.7	State who provides systems & equipment maintenance and data recovery services for your data systems and state their location. If it is not an employee, answer 1.1 to 2.0 in relation to the proposed subcontractor.
1.8	Provide a description of current employee procedures and rules relating to disclosure, access and control of personal information (e.g. levels of access, circumstances, frequency and familiarity with FIPPA, security clearance requirements).
1.9	Provide a description of an existing operational privacy plan in the event of a security or privacy breach relating to personal information (eg. email breach, home invasion, theft).
2.0	If you propose to subcontract any portion or all of the work under the contract, if you are successful, state where and to whom you intend to subcontract with, and answer 1.1 to 2.0 in relation to the proposed subcontractor.

APPENDIX C - WORKSAFEBC OVERVIEW

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

WorkSafeBC is dedicated to:

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

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

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

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

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

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

REQUEST FORM FOR APPENDIX D

Request for Proposal (RFP) #035-2010
Private Investigation Services

Due to the confidential nature of information contained in Appendix D – Surveillance Investigation Protocols, WorkSafeBC will make this form available by request to qualified proponents who complete and return this form with a copy of their British Columbia Security Business Licence no later than four (4) working days the before closing date of this RFP.

Please complete the following table and return this form by fax or email to:

Attention: Jason Lin
Fax: 604-276-3260 (or)
Email: purchase@worksafebc.com

FROM:	Company Name	
	Contact Name	
	Date	
	Phone Number	
	Fax Number	
	Email Address	
	Primary Address	
	City / Province	
<input type="checkbox"/> YES, we have attached a valid copy of our <u>British Columbia Security Business Licence</u>		
Please send a copy of Appendix D to the Contact Name and contact method above by <input type="checkbox"/> email or <input type="checkbox"/> fax		
NOTE: Appendix D is Confidential and is Property of WorkSafeBC – Distribution Prohibited		

If WorkSafeBC has not responded to your request form within two (2) business days please contact Jason Lin directly at 604-276-3344.

**For WorkSafeBC use only*

Date Received	
Date Appendix D forwarded	

APPENDIX E – PRIVATE INVESTIGATION FIRM APPLICATION

Please complete the following application and include it with your RFP response. If more space is required for your response, please provide a separate sheet(s) indicating Appendix E and reference the applicable number.

1) **Company Name:** _____

2) **Mailing Address:** _____

City / Province: _____ **Postal Code:** _____

3) **Physical Address:** _____

(No PO Boxes accepted, must be address where evidence is stored)

4) **Telephone Number:** () _____ **Fax Number:** () _____

5) **Main Email address:** _____

6) **Head Office** (if different from above)

Address: _____

Contact: _____

7) **Officers of the Firm and their experience:**

President: _____

Director(s): _____

Partners: _____

8) **Do you offer 24 hour answering service?** Yes: () No: ()

9) **Does your Firm have regional offices?** Yes: () No: ()

If yes, add information below:

Regional Office(s): _____

Address: _____

Contact: _____

Telephone Number: () _____

Fax Number: () _____

(Note: If more than one Regional Office required please indicate and attach separate page)

10) **Are you affiliated with other Private Investigation providers?** Yes: () No: ()

If yes, describe the nature of the affiliation and list of companies:

11) How many years has your Firm been providing private investigation services:

12) Please provide your Firms Rates for services during the Contract Term.

SERVICE RATES		YEAR ONE	YEAR TWO	YEAR THREE
1. Surveillance Assignment Rate: <i>Surveillance operation time</i>	per hour	\$ _____	\$ _____	\$ _____
2. Additional Investigator Rate: <i>For each additional surveillant.</i>	per hour	\$ _____	\$ _____	\$ _____
3. Travel Time Rate: <i>To and from surveillance operation location from work location.</i>	per hour	\$ _____	\$ _____	\$ _____
4. Administration Rate: <i>File opening, billing, file administration functions.</i>	per hour	\$ _____	\$ _____	\$ _____
5. Reporting Rate: <i>Investigation updating and report preparation.</i>	per hour	\$ _____	\$ _____	\$ _____
6. DVD Expense Rate: <i>Supply and storage of dvd's.</i>	per hour	\$ _____	\$ _____	\$ _____
7. Video Editing Rate: <i>Editing of digital evidence for reports.</i>	per hour	\$ _____	\$ _____	\$ _____
8. Digital Imaging Rate: <i>Per capture of digital images used in reporting.</i>	per hour	\$ _____	\$ _____	\$ _____
Other Costs: (please specify)				
_____		\$ _____	\$ _____	\$ _____
_____		\$ _____	\$ _____	\$ _____
_____		\$ _____	\$ _____	\$ _____

Please note: Reimbursement for travel expenses will not exceed the WorkSafeBC Staff Travel and Reimbursement Policy, except with special written approval.

Vehicle Allowance: \$0.52/km (vehicle mileage rate)
 Accommodation Allowance: \$130.00 per night excluding taxes.(Supported by receipts)
 Meal Allowance: Actual cost to maximums:
 Breakfast: \$13.00 / Lunch: \$15.00 / Dinner: \$25.50

The successful Proponent agrees to minimize expenses where possible.

13) Describe your geographic coverage (from head office or regional office(s)).

14) Are you licensed to investigate in other provinces/ countries? Yes: () No: ()

If yes, describe: _____

Regional Areas Outlined in accordance with WorkSafeBC Service Delivery Locations (SDL):

Lower Mainland:	Vancouver, North Vancouver, Squamish, Whistler, Burnaby, Richmond, Delta, Surrey, Langley, Coquitlam, New Westminister, and Port Coquitlam.
Fraser Valley:	Abbotsford, Ridge-Meadows, Mission, Agassiz, Chilliwack, Hope, and Boston Bar.
Central Interior:	Kamloops, Salmon Arm, Golden, Valemount, Williams Lake, Ocean Falls, Lillooet, and Merritt.
Okanagan:	Kelowna, Vernon, Armstrong, Princeton, Oliver and Osoyoos.
Kootenay:	Nelson, Cranbrook, Invermere, Trail and Creston.
Northern Interior:	Prince George, Dawson Creek, Fort St. John, Fort Nelson, Terrace, Prince Rupert and Quesnel.
Vancouver Island North:	Courtenay, Campbell River, Port Hardy and Powell River.
Vancouver Island Central:	Nanaimo, Parksville, Qualicum Beach, Port Alberni, Ucluelet and Tofino.
Vancouver Island South:	Victoria, Sannich, Sidney and Duncan

15) Regional Identified Areas: (select only one (1) Primary area)

Lower Mainland	Primary:()	Alternate:()	No Service Provided:()
Fraser Valley	Primary:()	Alternate:()	No Service Provided:()
Central Interior	Primary:()	Alternate:()	No Service Provided:()
Okanagan	Primary:()	Alternate:()	No Service Provided:()
Kootenay	Primary:()	Alternate:()	No Service Provided:()
Northern Interior	Primary:()	Alternate:()	No Service Provided:()
Vancouver Island North	Primary:()	Alternate:()	No Service Provided:()
Vancouver Island Central	Primary:()	Alternate:()	No Service Provided:()
Vancouver Island South	Primary:()	Alternate:()	No Service Provided:()

Primary: area your Firm conducts a majority of its work. Alternate: area your Firm is available to conduct work. No Service Provided: area your Firm does not conduct work.
--

16) Provide the number of investigators you have on staff?

Number of full time investigator's on staff:_____

Number of part-time investigator's on staff: _____

17a) Does your Firm have a British Columbia municipal business license? Yes: () No: ()

17b) Valid copy of municipal business license attached to RFP response: Yes: () No: ()

18a) Does your firm have a British Columbia security business license? Yes: () No: ()

18b) Valid copy of security business license attached to RFP response: Yes: () No: ()

19) Is your Firm bonded? Yes: () No: ()

If yes, what is the limit? \$ _____

Bond Number: _____ Bond Company: _____

20) Does your Firm have General Liability Insurance? Yes: () No: ()

If yes, what is the limit? \$ _____

Policy Number / Insurer: _____ Expiry Date: _____

21) Does your firm have business auto insurance coverage for operational vehicles?

Yes: () No: ()

22) Are you registered with WorkSafeBC's Compensation Assessment Department?

Yes: () No: ()

If yes, provide WorkSafeBC registration number: _____

23) Has your Firms' license to operate ever been suspended for any reason?

Yes: () No: ()

If yes, provide details:

24) Does your Firm have a written policy on business conduct and ethics?

Yes: () No: ()

If yes, provide details of policy:

25) Does your Firm specialize in the area of surveillance and investigation of disability claims?

Yes: () No: ()

If yes, provide details of the recency of experience for each investigator:

26) Does your Firm have a written company guideline relative to surveillance procedures, preparation of reports and video editing?

Yes: () No: ()

If yes, briefly describe:

27) Does your Firm have standard equipment each investigator must carry?

Yes: () No:()

If yes, briefly describe:

28) Can you alternate vehicles or people during surveillance?

Yes: () No: ()

If yes, provide details:

29) What type of communications system does your Firm utilize to maintain contact with your investigators?

30) WorkSafeBC requires written weekly updates during surveillance assignment. Is your Firm capable and willing to meet these criteria?

Yes: () No: ()

31) WorkSafeBC requires the inclusion of 'still' (digital) photographs in our reports. Does your Firm currently have the necessary hardware / software to meet these criteria?

Yes: () No: ()

32) WorkSafeBC requires reports to be submitted within five (5) working days of the completion of the assignment except under exceptional circumstances. Can your Firm meet this time line consistently?

Yes: () No: ()

33) Describe in detail how reports, videos, DVD's, photographs, etc. are stored and disposed of:

34) Describe the general security measures protecting you business offices and storage area? (ie: who will have access, is your business in a residence?)

36) Describe your investigator training protocol / procedures. (ie: report writing, interview techniques, surveillance techniques)

37) Does your firm provide continued training for staff?

Yes: () No: ()

If yes, explain:

38) List all industry affiliation / memberships:

39) What is your Firms policy on vendor / provider conflict of interest?

40) Please outline Firm's policy for confidentiality and does all your staff have a confidentiality agreement?

41) Does your Firm have court / arbitration experience?

Yes: () No: ()

If yes, describe in detail:

42) Does your firm have a work alone program?

Yes: () No: ()

If yes, explain:

43) What hours of service is your Firm available for work assignment:

44) Describe how WorkSafeBC can benefit from entering into a business relationship with your Firm:

SCHEDULE A – PRIVACY PROTECTION

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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