



Workers' Compensation Board of British Columbia

Corporate and Health Care Purchasing

Request for Proposal (RFP)
for

CONSULTING SERVICES:

**Writers, Editors, Web & Graphic Designers,
Illustrators, Project Coordinators, and Researchers**

RFP #042-2007

Issue Date: October 1, 2007

Proposal Closing Date and Time:

**2:00 PM – Pacific Time on
October 30, 2007**

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, B.C. V7C 1C6 Attn: Corporate and Health Care Purchasing
Electronically
Electronic copies of the RFP may be submitted in accordance with the BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system will be able to submit electronic bids.
Email & Fax responses will NOT be accepted.

TABLE OF CONTENTS

SECTION I - INSTRUCTION TO PROPONENTS	1
1 REQUEST FOR PROPOSAL SUMMARY	1
2 PROPOSAL CLOSING AND DELIVERY INSTRUCTIONS	2
3 HOW TO SUBMIT YOUR PROPOSAL	2
4 SUBMISSION CONDITIONS	3
5 REQUESTS FOR ELECTRONIC COPY OF RFP.....	3
6 WITHDRAWAL OF PROPOSALS	3
7 CLARIFICATION	4
8 INELIGIBILITY OF PROPOSALS.....	4
9 PROPOSAL SIGNING	5
10 CONTRACT DOCUMENTS.....	5
11 TAXES.....	5
12 PROPOSAL COSTS	6
13 AGREEMENT FOR INTERNAL TRADE	6
14 LIMITATION OF DAMAGES.....	6
15 LIABILITY FOR ERRORS	6
16 COMPLIANCE.....	6
17 ASSESSMENT REGISTRATION	6
18 ENTIRE AGREEMENT	7
19 ACCEPTANCE OF PROPOSAL	7
20 NEGOTIATION PRIVILEGE.....	7
21 AWARD OF PROPOSAL	8
SECTION II - GENERAL TERMS AND CONDITIONS.....	9
1 GOVERNING LAW / JURISDICTION	9
2 REVIEW	9
3 PAYMENT TERMS	9
4 RIGHT OF SET-OFF.....	9
5 RECORDS	9
6 INDEPENDENT CONTRACTOR	10
7 REPORTS	10
8 OWNERSHIP.....	10
9 CONFIDENTIALITY AND FREEDOM OF INFORMATION.....	11
10 ASSIGNMENT AND SUB-CONTRACTING	11
11 SOLICITING OF EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS.....	12
12 CONFLICT OF INTEREST	12
13 INDEMNITY	12
14 TERMINATION	12
.1 TERMINATION FOR CAUSE:	12
.2 TERMINATION FOR CONVENIENCE:	13
15 SECURITY	13
16 INSURANCE.....	13
17 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS	13
18 STANDARDS OF CONDUCT.....	13
19 FORCE MAJEURE.....	14
SECTION III - SPECIFICATIONS	15
1 GENERAL REQUIREMENTS AND DESCRIPTION OF SERVICES	15
2 LIST OF VARIOUS POSITION TYPES	16
3 SPECIFIC REQUIREMENTS AND DESCRIPTION OF SERVICES.....	16
SECTION IV - EVALUATION CRITERIA AND PROCESS.....	27
1 EVALUATION.....	27
SECTION V - RESPONSE REQUIREMENTS	28

TABLE OF CONTENTS

SECTION VI - PROPOSAL FORM RFP #042-2007.....	31
APPENDIX A - REFERENCES.....	32
APPENDIX B – WRITER FEES	33
APPENDIX C – CREATIVE ILLUSTRATION EXAMPLES	34
APPENDIX D – TECHNICAL ILLUSTRATION EXAMPLES	38
APPENDIX E – RESUME COVER SHEET	42
APPENDIX F - WORKSAFEBC OVERVIEW.....	43

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 North America's leading publisher of workplace safety materials. Our books, brochures and posters are researched and prepared by the leading authorities in the field of occupational health and safety. Our mandate is to provide information and communication solutions that are timely, relevant and targeted to our audience which may include our stakeholders, the general public, government groups, industry groups, medical practitioners and WorkSafeBC employees.

WorkSafeBC has immediate and ongoing requirements for the services of professional and experienced individuals and/or companies to fulfill either project based, short and long term contracts for various departments throughout WorkSafeBC, due to high volume workloads and the need to complete projects in a timely manner, for the following positions:

- .1 Writers – Business and Communications topics
- .2 Editors – Business and Communications topics
- .3 Writers – Technical topics
- .4 Editors – Technical topics
- .5 Graphic Designers
- .6 Illustrators – Creative
- .7 Illustrators – Technical
- .8 Project Coordinators
- .9 Researchers

This RFP may result in the award of numerous contracts to various communications specialists, to form a bank of pre-approved consultants for all positions, which are available to all WorkSafeBC departments, to request the services on an as, if and when required basis. The initial contract term may be a three (3) year contract, with the option to renew for up to four (4) additional years, on a year by year basis, at the sole discretion of WorkSafeBC.

WorkSafeBC reserves the right, after the initial three year term of the contract, to conclude the process for all or a portion of the positions indicated above. WorkSafeBC further reserves the right to re-tender for all or a portion of the required positions.

This RFP document is prepared in itemized sections that are specific to the unique needs for these positions. We anticipate that most proponents will respond to one or possibly two of the positions. Throughout this document each position will utilize the same number and position title as on the list above. If you are submitting a proposal for more than one position, please ensure you complete the appropriate price schedule and cover sheet for each position, attaching all required documents which are listed for each specific position. Failure to do so may result in your RFP response to be deemed non-compliant.

Complete details of all requirements are provided in the Specifications Section III of this RFP document.

2 PROPOSAL CLOSING AND DELIVERY INSTRUCTIONS

- .1 The Closing Date for this Request for Proposal is **October 30, 2007 at 2:00 PM per WorkSafeBC Security/Corporate and Health Care Purchasing Time Clock (Pacific Time)**.
- .2 Proposals received after the deadline will be rejected.
- .3 WorkSafeBC requests that proposals be delivered by **one** of the following methods:

Hardcopies:

- **One (1) original plus six (6) copies 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 be accepted only in MS Word or Adobe PDF format, Microsoft Office 2003 or earlier.
 - 6 MB maximum file size.
 - Please ensure that the entire proposal is submitted as a single file, except for the RFP Proposal Form which requires a signature (digital signatures are acceptable).
 - ZIP or like files will not be accepted.
 - WorkSafeBC will NOT accept any responsibility for failure to receive or the inability to read any submission for any reason including technical issues, data corruption, failure as a result of BC Bid security system, or failure for any other reason.
- .4 **Fax & Email Proposals** will **NOT** be accepted.

3 HOW TO SUBMIT YOUR PROPOSAL

- .1 Proponents are requested to complete and return all the following by proposal closing time:
 - **WorkSafeBC Proposal Form contained in Section VI of this RFP**
 - **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 will 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 that purport to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this RFP the Proponent will be deemed to have accepted this term.
- .6 Except as provided in the Withdrawal of Proposals clause, proposals shall be irrevocable and shall remain open for acceptance by WorkSafeBC for a period of **60** calendar days after the proposal closing date.

5 REQUESTS FOR ELECTRONIC COPY OF RFP

- .1 It is the responsibility of the Proponents who retrieve or download this RFP document from the BC Bid website (www.bcbid.gov.bc.ca), or the WorkSafeBC website (www.worksafebc.com – reference Bid Opportunities), to ensure they monitor these sites for any addendum to the RFP document issued up to and including the closing date.
- .2 For requests of electronic copies of this Request for Proposal, please contact Daniele Pavkovich at (604) 231-8883 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:

Sharleen Mackenzie

WorkSafeBC Corporate and Health Care Purchasing

Phone #: 604-214-6707

Fax #: 604-276-3260

Email: purchase@worksafebc.com

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

8 INELIGIBILITY OF PROPOSALS

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

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

9 PROPOSAL SIGNING

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

10 CONTRACT DOCUMENTS

- .1 Proponents are requested to identify proposals with the designated proposal number as indicated.
- .2 The following list of documents, and any other documents that may be incorporated by agreement of the parties shall comprise the contract documents, which are collectively referred to in this Request for Proposal:
 - the General Terms and Conditions and Specific Terms and Conditions appearing as part of this document;
 - the Specifications appearing as part of this document;
 - the Proposal Form and RFP Response, as submitted by the Proponent;
 - the 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 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 **GST 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.
- .3 **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 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 must be registered as an employer 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 Assessment. 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 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 the WorkSafeBC's set budget or not receive approval, WorkSafeBC reserves the right not to accept any proposals.
- .3 WorkSafeBC considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WorkSafeBC and any contractor involved in such litigation is ineligible to have its bid accepted.
- .4 The right is reserved, as the interests of WorkSafeBC may require, to reject any or all proposals or to waive any minor irregularity or non-compliant issues in proposals received.

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 first potential Proponent, WorkSafeBC may terminate negotiations with that Proponent and negotiate a contract agreement with another Proponent selected as the next potential Proponent according to the evaluation procedure, 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.

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

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 SUBCONTRACTING

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) subcontract any obligation of the successful Proponent under this Contract.

11 SOLICITING OF EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS

- .1 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 INSURANCE

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

17 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

The successful Proponent is responsible to ensure that all work including work performed on the WorkSafeBC site and 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. The successful Proponent shall arrange for its employee to meet with the WorkSafeBC manager in the location where its employee will work to review all applicable health and safety regulations, including the safety and emergency evacuation procedures.

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

19 FORCE MAJEURE

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

SECTION III - SPECIFICATIONS

1 GENERAL REQUIREMENTS AND DESCRIPTION OF SERVICES

To fulfill the diverse needs of the specialized contract positions included in this RFP, all successful proponents should have the following proven personal skills, abilities, and work ethic:

- Be diplomatic, polite, thorough and resourceful
- Ability to develop and maintain effective working relationships with a diverse range of WorkSafeBC and external contacts using a repertoire of interpersonal skills
- Able to work under pressure and meet deadlines with minimal supervision
- Able to follow house style guidelines
- Able to follow story or project assignments
- Have strong communications and interpersonal skills
- Have a creative aptitude
- Preferably have knowledge of WorkSafeBC or equivalent type of organization

All proponents should provide a complete resume and/or documentation to prove educational achievements as required, and work samples (with authorization if required), with their RFP submission.

Please include a complete list of all computer software skills in which you have proficiency. Any specific software skills required for the individual positions will be listed under that particular section.

All proponents should be prepared to work on site at the WorkSafeBC administration office in Richmond, B.C. and at your their own work location, or attend at a third-party site in the Lower Mainland, as required in the fulfillment of the job requirements.

All proponents should have their own equipment as necessary in the fulfillment of the contracted position requirements.

Proponents should be prepared to work with subject matter experts in the fulfillment of their position which may include either WorkSafeBC employees or individuals or groups outside WorkSafeBC.

Proponents may work with or report to other contracted providers in the fulfillment of their positions as required.

This RFP may result in the short-listing of proponents for each position. Short-listed proponents may be required to participate in testing to prove their skill level and match of communications style to the requirements of WorkSafeBC. The testing will be held at the Richmond offices on agreed to dates with the short listed proponents after the closing of this RFP. Proponents will not be paid for their time for the testing process.

2 LIST OF VARIOUS POSITION TYPES

- .1 Writers – Business and Communications topics
- .2 Editors – Business and Communications topics
- .3 Writers – Technical topics
- .4 Editors – Technical topics
- .5 Web & Graphic Designers
- .6 Illustrators – Creative
- .7 Illustrators – Technical
- .8 Project Coordinators
- .9 Researchers

3 SPECIFIC REQUIREMENTS AND DESCRIPTION OF SERVICES

WorkSafeBC requires individual(s) capable of fulfilling the roles and responsibilities described and to possess the following minimum experience / skills / knowledge as demonstrated with other similar assignments or the best combination of requirements.

.1 WRITERS – BUSINESS AND COMMUNICATIONS TOPICS

- .1.1 Writers for business and communications topics would report to one or more of the following, but not limited to, WorkSafeBC departments:
 - Communications
 - E-Business
 - Industry and Labour Services
- .1.2 Writing services may include, but are not limited to, the following:
 - *WorkSafe Magazine* and *News Update* for the general public, industry groups and stakeholders
 - WorkSafeBC Intranet (WSN), internal magazines, periodicals and weekly articles
 - Communication planning and consultation
 - Brochures, web development, and other writing services
- .1.3 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills, and abilities:
 - Minimum three (3) years experience / skills / knowledge as a business communications writer or journalist
 - Degree or comparable post-secondary education focusing on communications, journalism, or public relations
 - Experience in a communications / PR environment, writing for print, web, video, and other multimedia applications
 - Excellent skills in researching, interviewing, and writing
 - Working knowledge of professional writing standards and styles
 - Must excel in MS Word; familiarity with software such as PowerPoint, Excel, Dreamweaver, Fireworks, and Flash may be an asset
 - Ability to collect and process complex technical information and communicate it accurately, clearly, and in plain language

- Must be able to attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communications campaigns, and work with writers, editors, designers, publishers, and subject matter experts
- .1.4 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations, including three (3) work samples. Acceptable samples are as follows:
- Opinion editorials or news stories
 - Published magazine articles
 - News releases
 - Backgrounders
 - Critical paths
 - Fact sheets
 - Media advisory
 - Communications plans
 - Key messaging documents
 - Brochures
 - Annual reports

.2 EDITORS – BUSINESS AND COMMUNICATIONS TOPICS

- .2.1 Editors for business and communications topics would report to one or more of the following, but not limited to, WorkSafeBC departments:
- Communications
 - E-Business
 - Industry and Labour Services
- .2.2 Editing services may be required for, but are not limited to, the following:
- *WorkSafe Magazine* and *News Update* for the general public, industry groups, and stakeholders
 - WorkSafeBC Intranet (WSN), internal magazines, periodicals, and weekly articles
 - Communication planning and consultation
 - Brochures, web development, and other writing services
- .2.3 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills and abilities:
- Minimum three (3) years experience / skills / knowledge as a business communications writer, editor, or journalist
 - Degree or comparable post secondary education focusing on communications, journalism, or public relations
 - Experience in a communications / PR environment, editing for print, web, video, and other multimedia applications
 - Demonstrated ability to apply standard editorial marks
 - Demonstrated ability to undertake different levels of editing such as developmental editing, stylistic and substantive editing, copy editing, and proofreading.
 - Must excel in MS Word, familiarity with software such as PowerPoint, Excel, Dreamweaver, Fireworks, and Flash may be an asset.

- Experience in production / printing process
 - Ability to collect and process complex technical information and communicate it accurately, clearly, and in plain language
 - Ability to meet professional editorial standards, such as those outlined by the Editors' Association of Canada
 - Must be able to attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communication campaigns, and work with writers, editors, designers, publishers, and subject matter experts
- .2.4 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations including three (3) work samples showing or describing the actual editorial revisions. Acceptable samples are as follows:
- Opinion editorials or news stories
 - Published magazine articles
 - News releases
 - Backgrounders
 - Critical paths
 - Fact sheets
 - Media advisory
 - Communications plans
 - Key messaging documents
 - Brochures
 - Annual reports

.3 WRITERS – TECHNICAL TOPICS

- .3.1 Writers for specialized technical topics would report to one or more of the following, but not limited to, WorkSafeBC departments:
- E-Business
 - Industry and Labour Services
 - Investigations
- .3.2 Successful proponent(s) should have experience working with a broad range of projects including, but not limited to, the following:
- WorkSafeBC Intranet and Corporate web site
 - Books, brochures, handbooks, guides, and pamphlets
 - Promotional articles
 - Training materials
 - Assessments
 - Reports, bulletins, and hazard alerts
- .3.3 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills, and abilities:
- Minimum three (3) years experience / skills / knowledge as a technical writer
 - Degree or comparable post-secondary education focusing on communications, journalism, or public relations
 - Industry experience in writing for print, web, video, and other multimedia applications

- Working knowledge of technical writing and editing standards and styles
 - Ability to plan and organize multiple projects in a team environment to meet goals and deadlines
 - Ability to prepare and compose documentation and manuals such as policy and procedure manuals, support documentation, internal technical publications, etc.
 - Ability to develop documentation standards, review existing publications to determine if still appropriate and recommend changes in policies and procedures
 - Ability to provide persuasive input, advice, and guidance to others on a design and production team
 - Ability to use a variety of methods to collect and process complex technical information and communicate it accurately, clearly, and in plain language
 - Ability to analyze information and generate viable options to meet objectives or solve problems
 - General knowledge of the publishing process from design and typesetting to printing and distribution
 - Demonstrated fluency in advanced word processing
 - Working knowledge of basic HTML
 - General knowledge of the web as a new publishing medium
 - General knowledge of web interface design
 - General knowledge of PDF software
 - Must be able to attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communication campaigns, and work with writers, editors, designers, publishers, and subject matter experts
- .3.4 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations, including three (3) work samples. Acceptable samples are as follows:
- Policy and procedure manuals
 - Technical publications
 - Guides
 - Handbooks
 - Training material
 - Research reports
 - Hazard alerts

.4 EDITORS – TECHNICAL TOPICS

- .4.1 Editors for specialized technical topics would report to one or more of the following, but not limited to, WorkSafeBC departments:
- E-Business
 - Industry and Labour Services
 - Investigations

- .4.2 Successful proponent(s) should have experience working with a broad range of projects including, but not limited to, the following:
- WorkSafeBC intranet and Corporate website
 - Books, brochures, handbooks, guides, and pamphlets
 - Promotional articles
 - Training materials
 - Assessments
 - Reports, bulletins, hazard alerts
- .4.3 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills and abilities:
- Minimum three (3) years experience / skills / knowledge as a technical writer, editor, or journalist
 - Degree or comparable post-secondary education focusing on communications, journalism, or public relations
 - Experience in a communications / PR environment, writing for print, web, video, and other multimedia applications
 - Working knowledge of technical writing and editing standards and styles
 - Ability to plan and organize multiple projects in a team environment to meet goals and deadlines
 - Ability to edit documentation and manuals such as policy and procedure manuals, support documentation, internal technical publications, etc.
 - Demonstrated ability to analyze writing or editing projects and generate viable options to meet objectives or solve problems
 - Demonstrated ability to apply standard editorial marks
 - Demonstrated ability to undertake different levels of editing such as developmental editing, stylistic and substantive editing, copy editing, and proofreading.
 - Ability to provide persuasive input, advice, and guidance to others on a design and production team
 - Ability to use a variety of methods to collect and process complex technical information and communicate it accurately, clearly, and in plain language
 - General knowledge of the publishing process from design and typesetting to printing and distribution
 - Demonstrated fluency in advanced word processing
 - Working knowledge of basic HTML
 - General knowledge of the web as a new publishing medium
 - General knowledge of web interface design
 - General knowledge of PDF software
 - Must be able to: attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communications campaigns, and work with writers, editors, designers, publishers, and subject matter experts
- .4.4 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations, including three (3) work samples showing or describing editorial revisions. Acceptable samples are as follows:
- Policy and procedure manuals
 - Technical publications

- Guides
- Handbooks
- Training material
- Research reports
- Hazard alerts

.5 WEB & GRAPHIC DESIGNERS

- .5.1 Web and Graphic Designers would report to one or more of the following, but not limited to, WorkSafeBC departments:
- Communications
 - E-Business
 - Industry and Labour Services
- .5.2 Successful proponent(s) should have experience working with a broad range of projects including, but not limited to, the following:
- Brochures and handbooks
 - Posters, slides, overheads, videos
 - Photography
 - Graphic design and web development
 - Advertising: magazines, newspapers
 - Promotional materials
 - External newsletters
 - Books and pamphlets
- .5.3 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills and abilities:
- Minimum three (3) years experience / skills / knowledge as a web and graphic designer
 - Minimum two (2) years of industry experience in developing designs for print and related media
 - Degree or comparable post-secondary education focusing on web and graphic design
 - Possess industry experience in performing graphic design services for print, web, video, and other multimedia applications
 - Be creative problem solvers with proven execution skills
 - Ability to effectively communicate design concepts and applied technologies to people without technical expertise
 - Ability to plan and organize multiple projects in a team environment to meet goals and deadlines
 - Ability to provide persuasive input, advice, and guidance to others on a design and production team
 - Ability to analyze information and generate viable options to meet objectives or solve problems
 - Demonstrated ability to apply standard editorial marks
 - Demonstrated fluency in advanced word processing
 - Working knowledge of HTML
 - Ability to work within a Mac platform

- Industry experience designing print, web, and multimedia projects using the following software programs such as InDesign, Photoshop, MSWord Suite, Fireworks, Flash, Dreamweaver and Adobe Illustrator
 - Ability to attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communications campaigns, and work with writers, editors, designers, publishers, and subject matter experts
- .5.4 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations, including three (3) work samples. Acceptable samples are as follows:
- Publications, including newsletters, brochures, and handbooks
 - Posters, slides, overheads, and videos
 - Promotional material
 - Web sites and page

.6 ILLUSTRATORS — CREATIVE

- .6.1 Creative Illustrators would report to one or more of the following, but not limited to, WorkSafeBC departments:
- Communications
 - E-Business
 - Industry and Labour Services
- .6.2 Successful proponent(s) should have experience working with a broad range of projects including, but not limited to, the following:
- Corporate brochures and handbooks
 - Posters, slides, overheads, and videos
 - Photography
 - Graphic design and web development
 - Advertising for magazines and newspapers
 - Promotional materials
 - External newsletters
- .6.3 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills and abilities:
- Minimum seven (7) years experience / skills / knowledge as an illustrator
 - Minimum seven (7) years of industry experience in providing creative illustration services
 - Degree or comparable post-secondary education focusing on creative illustration
 - Possess industry experience in providing illustrator services for print, web, video, and other multimedia applications
 - Knowledge of Freehand or Adobe Illustrator
 - Working knowledge of Adobe Photoshop
 - Experience in production / printing process

- Must be able to attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communications campaigns, and work with writers, editors, designers, publishers, and subject matter experts
- .6.4 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations, including three (3) work samples. WorkSafeBC will provide examples of typical illustration requirements as Appendix C. Acceptable samples are as follows:
- Hand-drawn illustrations, black & white and/or colour
 - Computer-generated illustrations, black & white and/or colour
 - Cartoon figures, black & white and/or colour

.7 ILLUSTRATORS — TECHNICAL

- .7.1 Technical Illustrators would report to one or more of the following, but not limited to, WorkSafeBC departments:
- Communications
 - E-Business
 - Industry and Labour Services
- .7.2 Successful proponent(s) should have experience working with a broad range of projects including, but not limited to, the following:
- Corporate brochures and handbooks
 - Posters, slides, overheads, videos
 - Photography
 - Graphic design and web development
 - Advertising: magazines, newspapers
 - Promotional materials
 - External newsletters
- .7.3 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills and abilities:
- Minimum seven (7) years experience / skills / knowledge as an illustrator
 - Minimum seven (7) years of industry experience in providing technical illustration services
 - Degree or comparable post-secondary education focusing on technical illustration
 - Possess industry experience in providing illustrator services for print, web, video, and other multimedia applications
 - Knowledge of freehand illustrator
 - Working knowledge of Adobe Photoshop, Illustrator, and 3D modeling/CAD programs an asset
 - Experience in production / printing process
 - Must be able to attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communications campaigns, and work with writers, editors, designers, publishers, and subject matter experts

.7.4 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations, including three (3) work samples. WorkSafeBC will provide examples of typical illustration requirements as Appendix D. Acceptable samples are as follows:

- Hand-drawn illustrations, black & white and/or colour
- Computer generated illustrations, black & white and/or colour
- Machinery illustrations
- Human anatomy illustrations

.8 PROJECT COORDINATORS

.8.1 Project Coordinators would report to one or more of the following, but not limited to, WorkSafeBC departments:

- Communications
- E-Business
- Industry and Labour Services
- Investigations

.8.2 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills and abilities:

- Minimum six (6) years experience / skills / knowledge as a project coordinator for writing, editing, communications, and marketing projects
- Degree or comparable post-secondary education focusing on project coordination, writing, communications, journalism, or public relations
- Experience in a communications / public relations / publishing environment, possesses industry experience in writing for print, web, video, and other multimedia applications
- Demonstrated ability to independently plan and organize multiple projects in a team environment to meet goals and deadlines
- Strong interviewing and project management skills
- Ability to follow written assignments carefully and keep writers, editors, and artists apprised of potential obstacles
- Ability to adapt project coordination style for specific audiences
- Ability to collect and process complex technical information and communicate it accurately, clearly, and in plain language
- Editing and web writing skills
- Evidence of qualifications and capability to successfully execute and produce desired results as per prerequisites stated
- Must be able to attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communications campaigns, and work with writers, editors, designers, publishers, and subject matter experts

.8.3 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations, including three (3) work samples. Acceptable samples are as follows:

- Critical path for a publication
- Evidence of industry specific project coordination
- Example of project documentation

- Communications plan
- News release
- Backgrounder
- Fact sheets
- Opinion editorial or news story
- Media advisory
- Key messages document
- Published magazine article

.9 RESEARCHERS

- .9.1 Researchers would report to one or more of the following, but not limited to, WorkSafeBC departments:
- Investigations
 - Industry and Labour Services
- .9.2 Successful proponent(s) should have experience working with a broad range of projects including, but not limited to, the following:
- Reviews of legislation, policy, and practices
 - Evaluations of statistical studies
 - Identifying problems
 - Participating in stakeholder consultation
- .9.3 Successful proponent(s) should have the following proven combination of education and experience with the appropriate knowledge, skills and abilities:
- Minimum three (3) years experience / skills / knowledge as a researcher
 - Degree or comparable post-secondary education focusing on research or business communications
 - Reviewing / resolving issues and providing well researched, comprehensive analysis of issues
 - Experience in a communications / PR environment, possess industry experience in writing for print, web, video, and other multimedia applications
 - Excellent skills in: research, interviews, writing, rewriting, editing, and proofing
 - Working knowledge of professional writing and editing standards and styles
 - Must excel in MS Word; familiarity with software such as PowerPoint and Excel would be an asset
 - Ability to collect and process complex technical information and communicate it accurately, clearly, and in plain language
 - Ability to design, conduct, and manage complex research and analytical projects
 - Ability to initiate and carry out primary and secondary research in support of information needs; when appropriate, take steps to locate external and/or internal resources to undertake research and coordinate resources
 - Ability to identify, research, and communicate trends and emerging issues and to conduct an initial scan of research already done
 - Must have current knowledge of sources on law, policy, regulations, and practice relevant to WorkSafeBC jurisdiction

- Must be able to attend meetings, perform interviews, follow story assignments, meet deadlines as required, participate in both internal and external communications campaigns, and work with writers, editors, designers, publishers, and subject matter experts
- .9.4 Successful proponent(s) will be required to provide evidence of experience and previous performance in similar situations, including three (3) work samples. Acceptable samples are as follows:
- Research papers on law, policy, or regulations
 - Research papers on legislation, policy, judicial, or appeal decisions
 - Detailed technical reports and summary documents
 - Primary or secondary research projects
 - Evaluation of statistical studies

SECTION IV - EVALUATION CRITERIA AND PROCESS

1 EVALUATION

The awarding of any contract shall be based on the best overall value to WorkSafeBC. Evaluation and short-listing of Proponents shall be based on the WorkSafeBC's evaluation of the responses using criteria that include, but are not limited to:

Company / Individual Profile	5%
Evidence of qualifications, experience, previous performance and capability to successfully execute and produce desired results as per requirements stated	50%
References	10%
Availability	10%
Proposed fee structure/schedule	25%

WorkSafeBC may invite Proponent(s) to make a presentation to WorkSafeBC. At the discretion of WorkSafeBC, the evaluation for the second phase, if required, will be based on the following consideration, in addition to those listed above:

- Interview / Presentation: 25%

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

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

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

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

SECTION V - RESPONSE REQUIREMENTS

Proposal responses are invited to be creative and address any other approaches and other deliverables that may achieve the goals. The following minimum information should be provided in your response or it may be rejected without further notice.

1 RESPONSE FORMAT

- .1 Please enclose the **signed Section VI RFP Response Form ON TOP of your submission package**. Please ensure that it is signed, includes your WorkSafeBC registration number, and that any addendum are referenced.
- .2 Your Response should be provided in the same sequence of topics as listed below (see 2.0 to 6.0).
- .3 Please provide a Table of Contents for your submission.
- .4 Please remit **one (1) original and six (6) copies** of your proposal if you are delivering your proposal.

2 COMPANY / INDIVIDUAL PROFILE

- .1 Title page, showing request for proposal number, Proponent's name and address, Proponent's telephone number and a contact person.
- .2 Letter of introduction with an overview of your company background and profile (**maximum of 2 pages**).

3 EVIDENCE OF RELEVANT EXPERIENCE

Provide evidence and a description of your experience by providing a minimum of **THREE (3)** company references for work of a similar nature including:

- .1 Names and addresses of clients where your organization has provided similar services;
- .2 Evidence of types of environment in which you have provided services e.g. industry type, size, environment, etc.
- .3 Attach written letters of reference from the three (3) references included in Appendix A.

4 OVERVIEW SUMMARY COVER SHEET

Provide an overview summary cover sheet listing the following information:

- .1 Names of ALL the candidates proposed;
- .2 Names of the types of position they are EACH proposed for;
- .3 Proposed hourly and contract extension rates for EACH candidate

E.g., <u>NAME</u>	<u>POSITION</u>	<u>HOURLY RATE</u>	<u>CONTRACT EXTENSION RATE</u>
John Doe	Technical Writer	\$xx.xx per hour	\$xx.xx per hour
Jane Doe	Illustrator	\$xx.xx per hour	\$xx.xx per hour

5 COVER SHEET FOR EACH RESUME

An evaluation team will be concurrently reviewing all the proposal responses for each type of position listed. Therefore, WorkSafeBC will require the following:

- .1 Complete the attached Appendix C **“RESUME COVER SHEET”** and attach to front of EACH resume.
- .2 When specifying the type of consulting position, Proponents must choose only one position type from the descriptions as provided in Section III. SPECIFICATION; 2. List of Various Position Types for each cover sheet.
- .3 Therefore, if you are submitting a candidate for more than 1 position, you must duplicate the candidate’s resume for each position type you are proposing with a new cover resume sheet.
- .4 Each cover resume sheet should be stapled to the attached resume.

6 RESUME INFORMATION FOR EACH PROPOSED CANDIDATE

Include the following minimum information for **each** consultant / resource that you will be proposing:

.1 **POSITION TYPE**

State the name of one consulting position type for each candidate being proposed.

.2 **SKILLS**

Provide an outline of applicable skills and full particulars including a brief description of how their skills and experience match the prerequisites and requirements as specified in Section III – Specifications, sub-section 1 – General Requirements and Description of Services and sub-section 3 – Specific Requirements and Description of Services.

.3 **EXPERIENCE**

Provide detailed relevant experience, including a brief description of your candidate(s) role on the project and in the organization for similar and recent projects completed.

.4 **AVAILABILITY**

State your availability with regards to:

- (a) the dates of availability for proposed consultant / resources;
- (b) your availability to work on site at the WorkSafeBC administration office in Richmond, B.C.; or at your own work location; or at a third party site in the lower mainland;
- (c) equipment required in the fulfillment of the contracted position requirements.

.5 FEE STRUCTURE

(a) Fees:

- (i) Assignments written for *WorkSafe Magazine*, *News Update*, and WorkSafeBC Intranet (WSN) will be regulated by the Flat Fee Structure – see Appendix B.
- (ii) For all other work completed by Writers, Editors, Graphic Designers, Illustrators, Project Coordinators, and Researchers:
Please provide a fee structure based upon an **HOURLY LABOUR RATE**, excluding GST and PST, proposed for each proposed resource / candidate(s) including:
 - Hourly rates for the initial contract term;
 - Hourly rates for any possible extension period;
 - Include a discounted rate structure based upon volume of hours if applicable.

(b) Expenses:

- (i) Where WorkSafeBC requires the Consultant to travel outside of the lower mainland as part of their work, WorkSafeBC will reimburse the Consultant for those expenses that are pre-approved by WorkSafeBC and are supported by proper receipts. Expenses shall be paid in accordance to WorkSafeBC Staff Travel and Expense Reimbursement Policy which are as follows:

Airfare:	Economy class;
Accommodations:	At a WorkSafeBC designated hotel.
Meals:	Breakfast \$11.50, lunch \$13.50 and dinner \$24.50 or portion of applicable meal day for a maximum per diem of \$49.50 per day. WorkSafeBC will pay the per diem rates, or the actual cost, whichever is lower.
Vehicles:	Economy/Compact Size car for individual travelers at \$39.00 per day and Intermediate / mid size for two (2) or more travellers at \$41.00 per day.
Mileage:	\$0.48 per kilometer.

- (ii) All other expenses must be included in proposed fee structure, as WorkSafeBC will not pay for any other expenses incurred by Consultant.

(c) Currency:

All costs are to be stated in Canadian currency. Non-residents of Canada are subject to the withholding tax of 15% and this should be included in your pricing (refer to Section I; Taxes).

7 RESUME GROUPING

- .1 All resumes must be grouped by each position type.
- .2 Please group resumes by rubber band. Do not staple or bind all resumes together.

SECTION VI - PROPOSAL FORM RFP #042-2007

WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA (WORKSAFEBC)
6951 WESTMINSTER HIGHWAY, RICHMOND, B.C, 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 under:</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 that purport 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

Company Name:	
Address:	Telephone Number:
City, Province, Postal Code:	Fax Number:

Provide three (3) references of your current major accounts below:

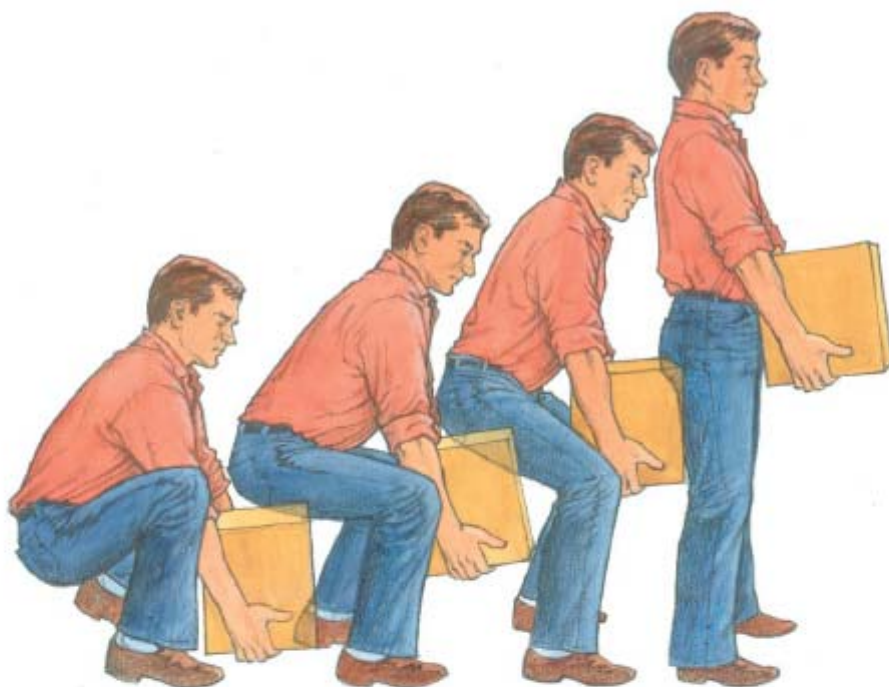
1. COMPANY NAME:	
Contact Name & Title:	
Phone:	
Description of Service:	
Duration of Contract:	
2. COMPANY NAME:	
Contact Name & Title:	
Phone:	
Description of Service:	
Duration of Contract:	
3. COMPANY NAME:	
Contact Name & Title:	
Phone:	
Description of Service:	
Duration of Contract:	

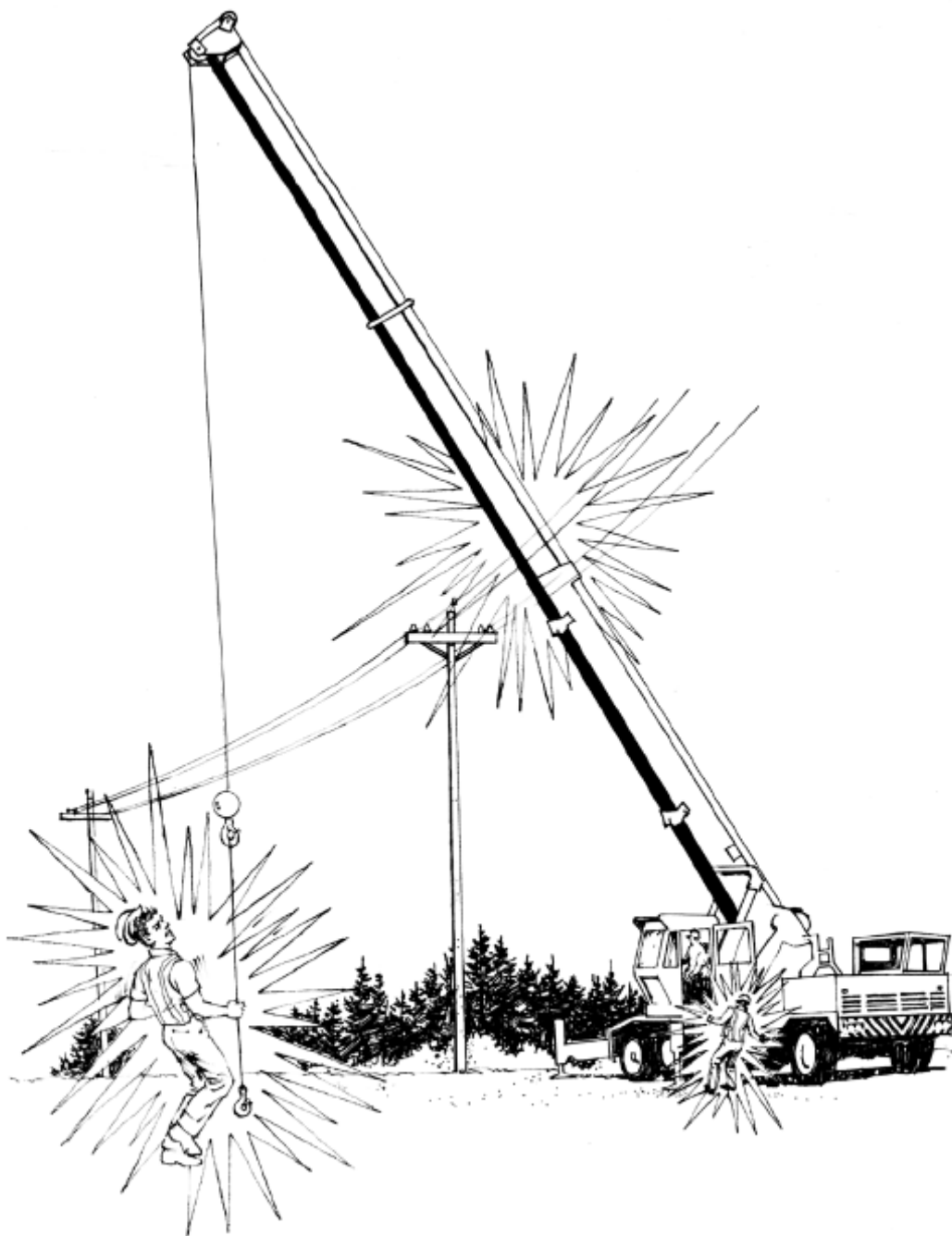
APPENDIX B – WRITER FEES

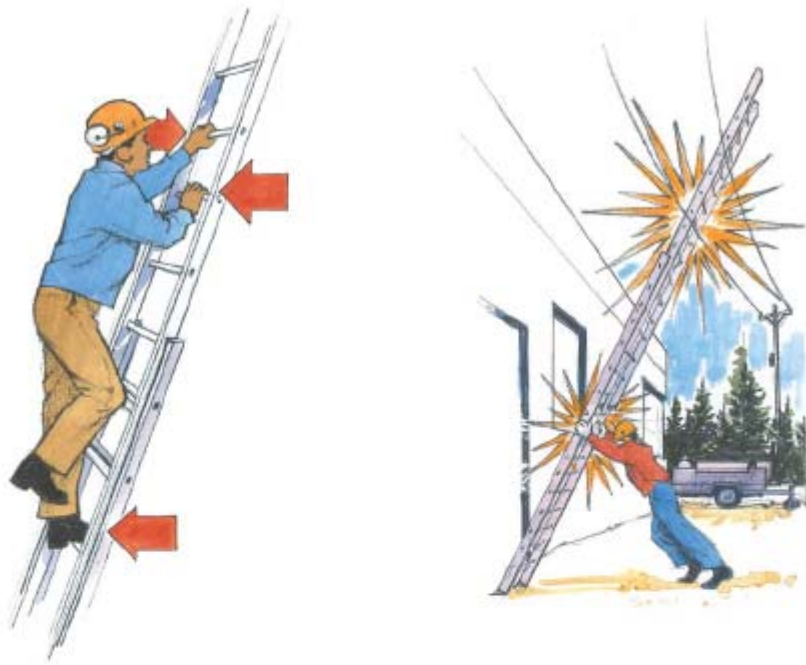
**WRITER FEES FOR PUBLICATIONS -
WORKSAFE MAGAZINE & WORKSAFEBC INTRANET
(WSN)**

ARTICLE LENGTH	FEE
200 words	\$200.00
300 words	\$300.00
400 words	\$400.00
500 words	\$425.00
600 words	\$500.00
700 words	\$575.00
800 words	\$675.00
900 words	\$750.00
1,000 words	\$825.00
1,100 words	\$925.00
1,200 words	\$1,000.00

APPENDIX C – CREATIVE ILLUSTRATION EXAMPLES

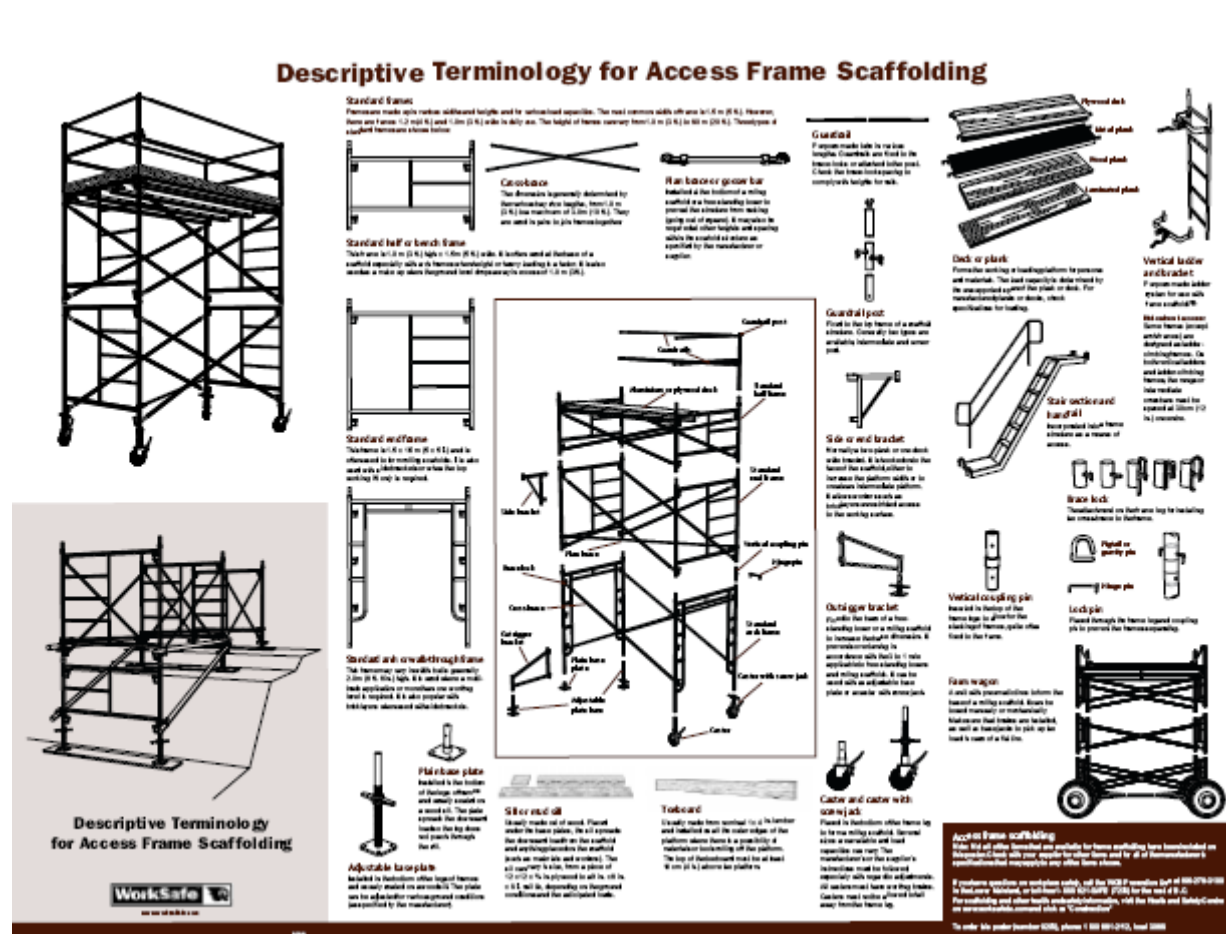






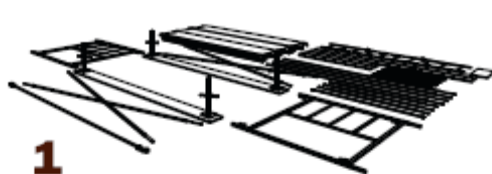


Page 38 of 43

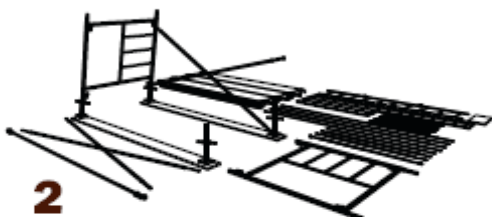


Erecting access frame scaffolding

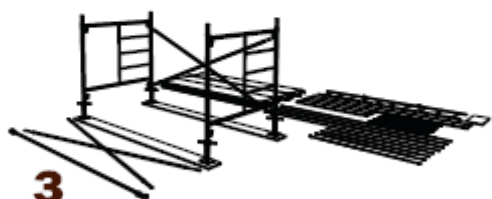
Scaffolds should be erected by two or more people. One person should be knowledgeable in erecting scaffolding to supervise the work. These step-by-step instructions are only a general guide. You must always first follow the manufacturer's and/or supplier's specifications. The following example is based on building a scaffold that is 2.5 x 1.5 m (7' x 5') x 1 frame high.



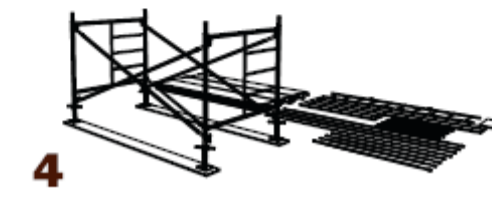
1 Select and prepare the ground area. Place suitable sills and make sure there are no holes under the sills. Select the equipment you need and place it near the work area. Put the adjustable base plates on the sills in the location that matches your scaffold dimensions. Do not secure the bases to the sills at this time.



2 Adjust the base jack-outs, starting at the highest point of the ground level. The jack-out at the highest ground level should be set 7.5–15 cm (3–6 in.) from the top of the sill, depending on the slope. Place the first frame onto the base plates at the high point. Connect the first cross-brace to the frame. Allow the frame to lean slightly forward and rest on the sill while you prepare for the next frame to be installed.



3 Install the second frame onto the base plates. Secure the first cross-brace to the second frame.



4 Install the second cross-brace to both the frames. Next you need to level and plumb the scaffold. Start at the high point of the scaffold. If possible, use the jack-out to bring the highest corner down closer to the sill. Next bring all four corners up to that point. If the bottom cross-members of each frame are level with each other, the frames should also be plumb. Install the plan brace (gouge bar) at this time to keep the scaffold square. Check the level again and plumb if necessary. Fasten the base plates to the sills with either nails or screws.



5 Install the decking, which may be metal or wood planks or the aluminum and plywood decking units. If you are using wooden planks, they must extend beyond the supporting cross-members at least 15 cm (6 in.) but not more than 30 cm (12 in.). Secure the decking so it cannot move.



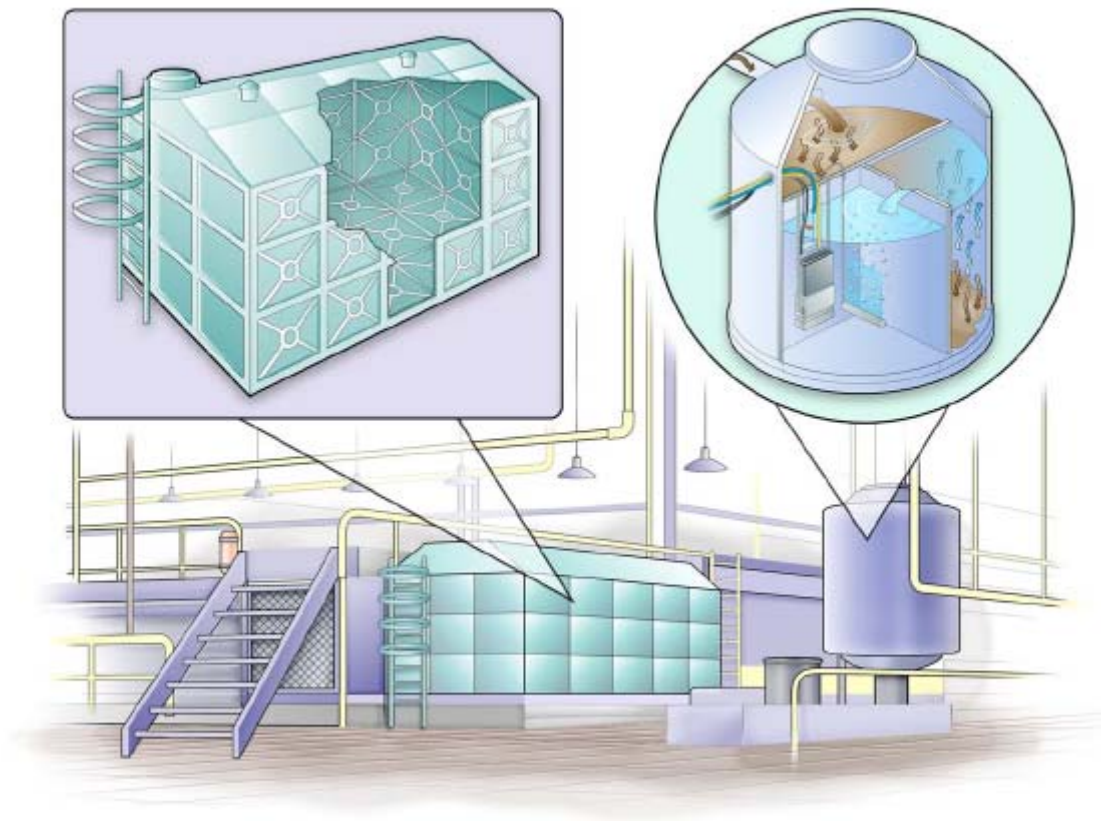
6 Select the equipment for the guardrail system. Purpose-made, wood, or tube and clamp could all be used. The following instructions are for purpose-made. Install the guardrail post onto the vertical coupling pins seated in the top of the frames. Put a lock pin through the top and bottom of each vertical coupling pin to avoid any separation.

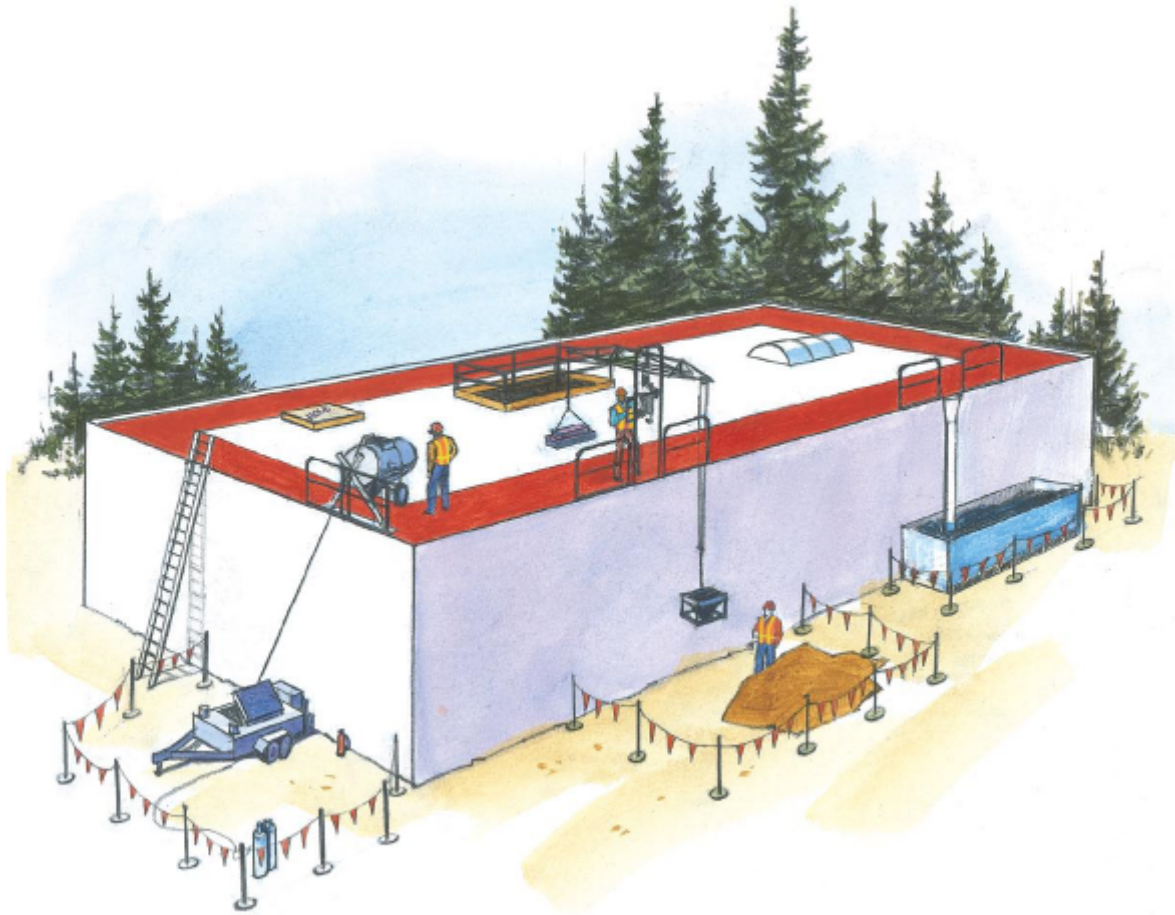


7 Attach the guardrails to the posts on all the exposed sides.



8 Install toeboards as required. The gap between the bottom of the toeboard and the top of the platform must not be more than 13 mm (1/2 in.).





APPENDIX E – RESUME COVER SHEET



Workers' Compensation Board of British Columbia

Corporate and Health Care Purchasing

Request for Proposal (RFP)
for

CONSULTING SERVICES:
Writers, Editors, Web & Graphic Designers,
Illustrators, Project Coordinators and Researchers

RFP #042-2007

RESUME COVER SHEET

POSITION TYPE:	_____
COMPANY NAME:	_____
CANDIDATE'S NAME:	_____
HOURLY RATE:	\$ _____
EXTENSION RATE:	\$ _____

APPENDIX F - WORKSAFEBC OVERVIEW

WorkSafeBC (the Workers' Compensation Board) is an independent statutory agency that serves nearly 2 million workers and about 185,000 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.