



**Contract 5185P**

**WorkSafeBC Claims/Incident Management**

**1. Introduction**

- 1.1 The City of Richmond (the “City”) proposes to acquire a commercial, off-the-shelf software system that allows the City to effectively manage workplace health and safety incidents and claims.
- 1.2 The objective of this Request for Proposal (“RFP”) is to provide the City with qualified proponents capable of supplying the software functionality herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

**2. Definitions**

- 2.1 Throughout this RFP the following definitions apply:
  - a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia located online at [www.bcbid.ca](http://www.bcbid.ca), or any replacement website;
  - b) “City” means the City of Richmond, British Columbia;
  - c) “Claims” means WCB injury claims;
  - d) “Contract” means the written agreement resulting from this Request for Proposal executed by the City and the Vendor for the Work;
  - e) “Workplace incident” means an injury or illness which occurs in the course of work. This may occur on or off City premises;
  - f) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
  - g) “Proposal” means a proposal submitted by a Proponent in response to this Request for Proposal;

- h) “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- i) “RFP” or “Request for Proposals” means this Request for Proposals, inclusive of all appendices and any addenda that may be issued by the Owner;
- j) “Submission” means a proposal submitted by a Proponent in response to this RFP;
- k) “Successful Proponent” means the same as “Vendor”;
- l) “Vendor” means the Successful Proponent to this Request for Proposal who enters into a written Contract with the City to perform and to oversee the Work;
- m) “Work” means the provision of all labour, services, material and equipment, and any action as necessary for the Preferred Proponent to complete and perform its obligations in accordance with the terms and conditions of the Contract; and
- n) “WorkSafeBC” is the operating name of the Workers' Compensation Board of British Columbia, a statutory agency set up to enforce the Occupational Health and Safety Regulations in British Columbia.

### 3. Submission Details

- 3.1 3 (three) hardcopies and 1 (one) softcopy of proposals marked “**Contract 5185P-WorkSafeBC Claims/Incident Management**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, **12:00 noon, local time on Thursday, May 29, 2014.** Submissions received after this time may be returned to the sender unopened.

### 4. Enquiries

- 4.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing  
Sharon Bentley  
Buyer 2  
Purchasing Section  
City of Richmond

E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

- 4.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.

- 4.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by The City Staff that affect the Proposal Process, any interpretation of, additions to, deletions from, or any other corrections to the RFP document, may be issued as written addenda by the City. It is the sole responsibility of the potential Proponents to check with the following websites to ensure that all available information has been received prior to submitting a proposal:
- a) City of Richmond: <http://www.richmond.ca/busdev/tenders.htm>
  - b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 4.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 4.5 The deadline for inquiries for this RFP is **3:00 p.m., local time on Thursday, May, 15<sup>th</sup>, 2014**. The City reserves the right not to respond to inquiries received after this deadline.

## **5. Terms of this Request for Proposal**

- 5.1 Proposals shall be open for acceptance for 60 (sixty) days after the closing time whether or not any Proposal has been accepted.
- 5.2 The City reserves the right to cancel this RFP for any reason without any liability to any proponent or to waive irregularities at its own discretion.
- 5.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 5.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 5.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 5.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.

- 5.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 5.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 5.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## **6. Negotiations**

- 6.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
  - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent; and
  - c) specific contract details as deemed reasonable for negotiation by the City.
- 6.2 If a written contract cannot be negotiated within 60 (sixty) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process at any time.

## **7. Project Background**

- 7.1 The City employs approximately 2,000 persons in a wide variety of workplace environments, any of which could be the site of a injury or close call/near miss incident, including:
- a) Offices;
  - b) Emergency response incident site;
  - c) Fire suppression;
  - d) Trades workshop including Heavy duty mechanics, carpenter, pump, painting, etc;
  - e) Parks operations, fields and gardens;
  - f) Construction or residential sites (inspection);

- g) Dykes;
  - h) Pump stations construction or maintenance;
  - i) Road construction or maintenance;
  - j) Open ditches;
  - k) Water services – operations, construction or maintenance;
  - l) Community recreation sites including indoor and outdoor Swimming pools, Ice rink operations, fitness centers and recreation programs;
  - m) Driving; and
  - n) City streets, alleys, lanes, parking lots (bylaws enforcement).
- 7.2 There are 25 to 30 city sections submitting 250 to 450 injury/incident reports annually.
- 7.3 The current system for managing workplace incidents and managing WCB claims is based on paper and emails, and can be slow, cumbersome and ineffective.
- 7.4 Workers Compensation Act and regulations mandate reporting of workplace incidents within 3 days of injury and currently deadlines are missed too often.
- 7.5 Risk mitigation is slowed by the ineffectiveness of the system and may, at worst, result in higher injury rates.
- 7.6 Claims cost more when they are not proactively managed.
- 7.7 Everyone is being asked to do more with less.

## **8. Project Scope**

- 8.1 The City seeks a web-based automated system to manage workplace incidents and WCB claims, i.e. Incident Management and Claims Management. Other integrated modules will be considered, such as managing corrective actions, should budget allow.
- 8.2 Contractor Duties:
- a) The Successful Proponent will provide and install a software system that meets the requirements described in the Scope above;

- b) The Contractor will provide documentation and training on the use and maintenance of the system; and
  - c) The Contractor will provide assistance for 6 (six) months following the completion of the project in order to address any system issues that may arise.
- 8.3 An online, integrated system for the WorkSafeBC Claims/Incident Management of the City should fulfill the following functions:
- a) Incident Reporting
    - i) Ability to report an incident from any City computer or mobile device 24/7;
    - ii) Incident report initiation triggers a defined workflow so that appropriate parties are notified in a configurable timeline;
    - iii) Incident report captures appropriate information, i.e. Promote data integrity and compliance with complete, comprehensive, and accurate incident reports and investigations. Alerts notify relevant parties of missing information. Must have the ability to attach photos or files to incident file;
    - iv) Workflow defines levels of incidents so that different parties can be notified depending on the severity of the incident;
    - v) Root cause must be able to be completed within the tool itself and display the diagram in real time. (i.e. fishbone, 5 why's etc.);
    - vi) System must have automatic and escalating email notifications which are 100% configurable and can be tied to any field in the system (e.g.: additional email notifications can be added by the client for a major/minor incident or specific to a certain department or location); and
    - vii) System must have the ability for the Assignment of accountability for management of reported event and completion of corrective actions.
  - b) Claims Management
    - i) The system stores all of the information in one place regarding incidents, claims, actions and notifications;
    - ii) System must capture the master incident with all it's details and then have sub records associated with the sub incidents (i.e.



- a) Office and meeting space, as needed to carry out duties when on site (Richmond City Hall); and
- b) A Workplace Health and Safety Staff liaison and an Information Services Staff liaison.

**10. Project Schedule**

10.1 The project is to be completed by December 31, 2014, with work commencing as soon as possible. A project schedule is to be submitted with the proposal.

**11. Proposal Submissions**

11.1 All proponents are required to provide the following information with their submissions, and in the order that follows:

- a) A Corporate profile of their firm outlining its history, philosophy and target market;
- b) A detailed listing of Safety Management Systems;
- c) A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved;
- d) A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task;
- e) Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project;
- f) A detailed proposal of what will be delivered, including the expected outcome and benefits to the City;
- g) A complete definition of the process that will be employed to meet the objectives of this project;
- h) A detailed schedule of all activities, including milestones, project meetings and reports required for this project;
- i) Completion of the Fee Schedule attached in Appendix A. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed;
- j) A minimum of 3 (three) client references from projects of a similar size and scope;



- k) The total number of installations of the proposed software;
- l) Technical description of the proposed software, eg. database used, server; and
- m) Describe hosting options and a listing of any additional software required to host the system at the City.

## **12. Evaluation of Proposals**

- 12.1 All Proposals will be evaluated for their compliance and suitability with respect to the requirements of the City by a committee composed of City staff or designates, which may include 3<sup>rd</sup> party consultants.
- 12.2 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 12.3 The City, in its sole discretion, may conduct any inquiries, clarifications or investigations on any or all of the Proposals, without having any duty or obligation to do so for all, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 12.4 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, and any other criteria set out herein including, but not limited to:
  - a) Understanding of project objectives/outcomes and vision;
  - b) Capacity of the firm to complete the Work, company reputation and resources; experience and qualifications of those staff to be assigned to the Work. In addition, the City will place consideration on the Proponent's:
    - 12.4.b.1 Business and areas of expertise that demonstrate the required skills and experience necessary to complete the Work;
    - 12.4.b.2 Schedule and strategy for sequencing of the Work to complete the project within the City's stated schedule as per Section 10– Project Schedule;
    - 12.4.b.3 Innovation and or Value Added as it relates to museum and cultural collection system;
    - 12.4.b.4 Ability to communicate and work effectively with the City; and

12.4.b.5 Clarity and brevity of the Proposal.

- c) Preference may be given to Submissions offering innovative methodology, those that require the least impact to City resources, and environmentally beneficial goods or services.

12.5 Proponents may be interviewed by the City. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response.

12.6 Reference checks may also be conducted by the City.

12.7 Prior to Contract award, the Proponent may be required to demonstrate financial stability. As such, the Proponent may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last 2 (two) fiscal years.

12.8 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.

12.9 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

**13. Non-Conforming Proposals**

13.1 Proposals which fail to conform to the Format Requirements or which fail to conform to any other requirement of this RFP may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFP, the City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP except the requirement of delivery of the Proposal prior to Closing Time.

**14. RFP Process**

14.1 The City may unilaterally take the following actions, and shall not be liable for any such actions:

- a) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- b) reject or accept any or all Submissions;
- c) cancel the RFP process at any time and reject all submissions; or
- d) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

14.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

**15. Working Agreement**

15.1 The successful proponent will enter into a contract for services with the City based upon the information contained in this RFP and the successful proponent's submission and any modifications thereto.

**16. Information Disclaimer**

16.1 The City and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.

16.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.

16.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

**Appendix A – Fee Schedule**

<b>Fees</b>		
<i>Deliverables</i>	<i>Date</i>	<i>Cost</i>
1.Delivery and installation of software system.		\$
2. System configuration to meet the City’s requirements.		\$
3.Provision of documentation and training.		\$
4.Six months post-project system support.		\$
<b><i>Total without GST and PST</i></b>		\$