



REQUEST FOR PROPOSALS RFP WCB-2021-06

Date Issued: August 27, 2021

Submission Deadline: 2:00 PM ADT, September 17, 2021

DIGITIZATION OF WORKERS COMPENSATION BOARD PAPER RECORDS

Table of Contents-

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	3
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Type of Contract for Deliverables.....	4
1.4 RFP Timetable.....	4
1.5 Submission of Proposals.....	4
PART 2 – EVALUATION OF PROPOSALS	5
2.1 Stages of Evaluation.....	5
2.3 Stage II – Evaluation.....	6
2.4 Stage III – Pricing.....	6
2.5 Selection of Highest Scoring Proponent.....	6
2.6 Notification to Other Proponents.....	7
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	7
3.1 General Information and Instructions.....	7
3.2 Business Registration.....	8
3.3 Communication after Issuance of RFP.....	8
3.4 Execution of Agreement, Notification and Debriefing.....	9
3.5 Conflict of Interest and Prohibited Conduct.....	10
3.6 Confidential Information.....	11
3.7 Reserved Rights, Limitation of Liability and Governing Law.....	12
APPENDIX A – STATEMENT OF WORK AGREEMENT	13
APPENDIX B – SUBMISSION FORM.....	19
APPENDIX C – SUBMISSION PRICING FORM	22
APPENDIX D – RFP PARTICULARS	24
D.1 The Deliverables.....	24
D.2 Mandatory Technical Requirements	25
D.3 Mandatory Resource Management Requirements.....	25
D.4 Rated Criteria	26

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Workers Compensation Board of Prince Edward Island (the “WCB”) to prospective Proponents to submit proposals for the digitization of paper records as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

The Workers Compensation Board (WCB) is an independent corporate body which administers the Prince Edward Island *Workers Compensation Act* and *Occupational Health and Safety Act*. Its mission is to partner in building safe and healthy workplaces and supports recovery, if an injury occurs. Further information about the WCB can be found on the Workers Compensation Board website at www.wcb.pe.ca.

In its administration of the *Workers Compensation Act*, the WCB is responsible for adjudicating and managing compensation claims for workplace injuries. The records collected on WCB claim files are highly sensitive and confidential, and include personal medical and employment information. These records must be managed in compliance with the *Archives and Records Act* and the *Freedom of Information and Protection of Privacy Act*.

While the majority of the WCB’s claim records have been digitized, there are approximately 200 boxes of archived claim records in paper format that require conversion. Each box contains approximately 2500-3000 pages, in folders organized by claim file number. The records are over 40 years old, with varying paper quality and formats. The WCB wishes to digitize these records to ensure security, accessibility and long-term retention, and in keeping with applicable legislation and national standards for electronic evidence. The work is to be conducted at the Service Provider’s site, with the requirements that the records are stored securely and remain on Prince Edward Island at all times.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Barbara Groome Wynne
Senior Policy and Planning Coordinator
Workers Compensation Board of PEI
14 Weymouth Street P.O. Box 757
Charlottetown, PE C1A 7K7
Tel: 902-368-5562 Email: blgwynne@wcb.pe.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the WCB, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected Proponent will be required to enter into an agreement with the WCB for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The term of the agreement will be for a period required to complete the work as set out in the RFP Particulars, and within one year from the start of the agreement.

1.4 RFP Timetable

Below is the approximate schedule that is expected to be followed for this RFP. However, this may be subject to change and is therefore presented primarily for guidance.

Issue Date of RFP	August 27, 2021
Deadline for Questions	September 10, 2021
Deadline for Issuing Addenda	September 17, 2021
Submission Deadline	September 24, 2021
Notification to Proponents	October 15, 2021
Anticipated Execution of Agreement	To be determined by the Service Provider and the WCB

Deadline for RFP Submission is September 24, 2021 2:00pmADT

1.5 Submission of Proposals

Proposals must be submitted in pdf format via email to accessandprivacy@wcb.pe.ca

Proposals must be received by the WCB, as indicated on the email receipt date, on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted.

All proposals must include:

- Submission Form (Appendix B)
- Pricing Submission Form (Appendix C)
- A statement on the Mandatory Technical Requirements (Appendix D, section D.2)
- A statement on the Mandatory Resource Management Requirements (Appendix D, section D.3)
- Responses that clearly address all rated criteria (Appendix D, section D.4):
 - D.4.1 Understanding of Service Requirements
 - D.4.2 Proposed Approach
 - D.4.3 Quality Assurance
 - D.4.4 Demonstrated Expertise
 - D.4.5 References

1.5.1 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting a revised proposal in pdf format. The proponent must clearly indicate that the revised proposal is intended to replace the previous submission. The amended proposal must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

1.5.2 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The WCB is under no obligation to return withdrawn proposals.

1.5.3 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of Ninety (90) days from the Submission Deadline.

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

The WCB will conduct the evaluation of proposals in the following three stages:

2.2 Stage I: Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2 Submission Form (Appendix B)

Each proposal must include a completed Submission Form (Appendix B) signed by an authorized representative of the Proponent.

2.2.3 Submission Pricing Form (Appendix C)

Each proposal must include a Submission Pricing Form (Appendix C) completed according to the instructions contained in the form.

2.2.4 Submission Particulars (Appendix D)

Each proposal must include a response to each question in Appendix D. Each response must clearly be identified by the questions.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical and Resource Management Requirements

The WCB will review the proposals to determine whether the mandatory technical and resource management requirements as set out in the RFP Particulars (Appendix D, sections D.2 and D.3) have been met. Questions or queries on the part of the WCB as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.3.4. If the Proponent fails to satisfy the mandatory requirements, its proposal will be excluded from further consideration.

2.3.2 Rated Criteria

The WCB will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D, section D.4). The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Points/Weighting	Minimum Threshold
D.4.1 Understanding of Service Requirements	X/10 x10	6
D.4.2 Proposed Approach	X/10 x30	20
D.4.3 Quality Assurance	X/10 x30	20
D.4.4 Demonstrated Expertise	X/10 x20	15
D.4.5 References	X/10 x10	6
Stage II Subtotal	X (100 max)	67
Stage III Pricing – (Appendix C – Submission Pricing Form)	X% x 40	N/A
Total Points	X (140 max)	N/A

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation set out in the Submission Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed. The WCB is not bound to enter into an Agreement with the Proponent who submits the lowest priced proposal. Proposals will be assessed in light of the evaluation criteria.

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each Proponent will be ranked based on its total score. The Proponent with the highest score will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with the WCB, the Proponent shall thereafter be known as the successful Proponent.

2.6 Notification to Other Proponents

Once an agreement is finalized and executed by the WCB with a Proponent, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.4 Language

All proposals are to be in English.

3.1.5 No Incorporation by Reference

The entire content of the Proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.6 References and Past Performance

In the evaluation process, the WCB may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the WCB.

3.1.7 Information in RFP Only an Estimate

The WCB makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for

the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.8 Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

3.1.9 Proposal to be retained by the WCB

The WCB will not return the proposal or any accompanying documentation submitted by a Proponent.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The WCB makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The agreement to be negotiated with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The WCB may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the WCB.

3.2 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on Prince Edward Island business registration requirements, please consult:

<https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The WCB is under no obligation to provide additional information, and the WCB will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The WCB will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the WCB, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Prince Edward Island Tendering Site. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the WCB and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If the WCB determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the WCB may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, the WCB may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars (Appendix D, sections D.2). The WCB may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

The WCB will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of the WCB's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the WCB may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

3.4.3 Notification of Outcome of Procurement Process

Once an agreement is executed by the WCB with a Proponent, notification of the outcome of the Procurement process will be posted on the Prince Edward Island Tendering Site.

3.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of

the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

The WCB may disqualify a Proponent for any conduct, situation or circumstance, determined by the WCB, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the **Submission Form (Appendix B, section B.7)**.

3.5.2 Disqualification for Prohibited Conduct

The WCB may disqualify a Proponent, or terminate an agreement entered into if the WCB, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

A Proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B, section B.7).

3.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the WCB, and then only in coordination with the WCB.

3.5.5 No Lobbying

A Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the WCB; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Proposals

The WCB may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the WCB, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the WCB's past experience with the Proponent within the 18 month period prior to the Submission Deadline for similar or related services; or
- (e) any information provided to the WCB by any references of the Proponent, pursuant to either section 3.1.6 or section 3.7.1(e) of this RFP.

3.6 Confidential Information

3.6.1 Confidential Information of the WCB

All information provided by or obtained from the WCB in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the WCB and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the WCB; and
- (d) must be returned by the Proponent to the WCB immediately upon request of the WCB

3.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the WCB. The confidentiality of such information will be maintained by the WCB, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the WCB to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). This means that if a FOIPP request is submitted to the WCB for RFP documents, the WCB is required to provide access to the information in the RFP documents, including all submitted proposals subject to the exceptions required or permitted by FOIPP.

3.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") governs the collection, use and disclosure of personal information by the WCB and its service providers. The

successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the WCB

The WCB reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the WCB and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the WCB and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The WCB may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that the Province has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the WCB nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the WCB's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

APPENDIX A – STATEMENT OF WORK AGREEMENT

1. Services

The Workers Compensation Board of Prince Edward Island (hereinafter referred to as the WCB) will engage SUCCESSFUL PROPONENT IN RFP WCB-2021-06 hereinafter referred to as the Service Provider) to provide the following service (the Service):

Digitization of WCB paper claim records

1.1 The Service Provider will:

- a) Receive approximately 200 boxes of documents from the WCB to be digitized. Each box contains approximately 2500-3000 documents.
- b) Verify what has been received with each batch according to the WCB-provided list. This list will be compared with the contents when the documents are received by the Service Provider, and WCB will be notified immediately of any discrepancies.
- c) Store the documents in a locked room, with alarmed security. Electronic records are securely stored locally on the Service Provider's personal server which is password protected, with the following requirements:
 - i. The password(s) meets complex password guidelines (min length 8 characters; at least one uppercase letter, number, and special character)
 - ii. The server operating system is a currently supported version and is up to date;
 - iii. The server is protected by a firewall; and
 - iv. The server is running up to date anti-virus / malware software.
- d) Prepare documents for scanning, by removing staples, clips, bindings etc. Documents with post-it notes should be scanned with the note and without.
- e) Scan documents, including file folders where information is recorded, as multi-page pdfs following the GCSB National Standard for Electronic Records as Documentary Evidence. Each digital file will be an exact replication of the paper file to enable destruction of the original documents. If there are problems with any image due to the quality of the paper documents, the Service Provider will work closely with designated WCB staff and discuss how best to proceed.
- f) Perform image enhancement and quality control on scanned documents in a manner prescribed by the WCB to ensure images are readable, all documents captured, and digital file is exact replication of paper file. Quality control will be in collaboration with the WCB and according the WCB's specifications and format, including:
 - i. Verification of client name and claim number.

- ii. Page counts and page by page verification.
- iii. Checking for clarity and position of page.
- iv. Double check and sign off on WCB documentation.
- g) Index documents contained in each folder, using the naming convention:
CaseFileNumberWorkerLastNameFirstName
- h) As the digital files are indexed, and quality controlled, transmit the files in batches in an agreed upon quantity to the WCB via the WCB's prescribed method of secure electronic transfer.
- i) Prepare the original documents for their return to the WCB for inspection and quality assurance, with a packing slip stating how many digital images have been captured in that batch. Boxes must be returned exactly as they were received, with the exception of staples and paper clips which may be removed. Files will be kept in same order. Any post-it notes must be retained on the document.
- j) Once WCB is satisfied with the finished product, permanently delete all scanned images from their secure server using data erase software to ensure all documents cannot be recovered and provide a certificate of destruction to the WCB.
- k) Send invoices after each batch is complete, in accordance with the number of documents digitized in that batch.
- l) Conduct the work at the Service Provider's site, with the requirements that the records are stored securely and remain on Prince Edward Island at all times.

1.2 The WCB will:

Deliver the boxes to and from the Service Provider on the agreed upon date(s).

- a) Provide a box spreadsheet with the number of files in each box to the Service Provider with each batch.
- b) Perform Quality Assurance on a minimum of 10% of the digitized documents within 1 month of each batch being returned.
- c) Work with the Service Provider to ensure that any and all quality issues are addressed.

2. Period of Engagement

The WCB will engage the Service Provider to provide the Services for the period effective the date agreed upon by the WCB and the Service Provider until the work is complete, and no later than one year after the start date. The WCB reserves the right to extend the Agreement for an additional six months beyond the initial contract period. Both parties would need to be in agreement the extension is required to complete project.

3. Services Engagement Contacts

The WCB's contact for the Services to be provided during the period of the engagement is:

Karen Derry
 Records Information Coordinator
 Workers Compensation Board of PEI
 14 Weymouth Street P.O. Box 757
 Charlottetown, PE C1A 7K7
 Tel: 902-368-4291 Email: kaderry@wcb.pe.ca

The Service Provider's contact for the Services to be provided during the period of the engagement is:

SUCCESSFUL PROPONENT <TO BE DETERMINED>

4. Fees

The fees to be paid for the Services during the period of engagement are <TO BE DETERMINED>.

5. Privacy and confidentiality

- a) The Service Provider acknowledges that the WCB is bound by the terms of the Province of Prince Edward Island's *Freedom of Information and Protection of Privacy Act* ("FOIPP Act") and agrees to strictly abide by its terms.
- b) The Service Provider will comply with the *FOIPP Act* related terms contained in Schedule "A".
- c) The Service Provider will also adhere to any other applicable laws and codes respecting the collection, use and disclosure of personal information, confidential or sensitive information and other information that the Service Provider becomes exposed to in the provision of the Services.
- d) The Service Provider further agrees that information arising, obtained or compiled in connection with the performance of the Services will not be stored by the Service Provider outside of Canada.

6. Liability and Indemnification

- a) In no event shall the WCB be liable for any bodily injury, death or property damage party or for any claim, demand or action by any third party against the Service this Statement of Work or the provision of the Services, unless the damage or claim was caused by the negligence of an employee or agent of the WCB while acting within the scope of employment.
- b) In no event shall the WCB be liable for any incidental, indirect, special or consequential damages for any loss of use, revenue or profit of the Service Provider, its employees, agents or subcontractors, arising out of or in any way related to this Statement of Work or the provision of the Services.
- c) The Service Provider shall indemnify and hold harmless the WCB, its directors, officers, agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omissions, including, but not limited to, those of negligence, of the Service Provider or anyone directly or indirectly employed by the Service Provider or anyone for whom the Service Provider may be liable.

7. Insurance

At all times during the term of period of engagement, the Service Provider will maintain professional liability insurance sufficient to cover all liabilities arising from the provision of the Services, in an amount of at least \$2 million dollars on a claims made basis.

8. Conflict of Interest

The Service Provider warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify the WCB, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event the WCB discovers or is notified by the Service Provider of an actual or potential conflict of interest, the WCB, in its sole discretion, may either:

- a) allow the Service Provider to resolve the actual or potential conflict to the satisfaction of the WCB;

b) or terminate the Agreement in accordance with the Termination section of this Agreement.

9. In Good Standing with the Workers Compensation WCB

The Service Provider shall meet the requirements of the *Workers Compensation Act* of Prince Edward Island. The Service Provider shall furnish a Certificate of Clearance from the WCB as evidence that it has made all returns and paid all assessments as required.

10. Health and Safety

The Service Provider shall comply with the requirements of the Prince Edward Island *Occupational Health & Safety Act* and regulations.

11. WCB Policies

The Service Provider shall comply with any applicable access to information, privacy, and security procedures and policies of the WCB as they may be, from time to time, forwarded to the Service Provider.

12. Termination

The WCB may terminate this Statement of Work in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of the WCB and either delivered to the Service Provider, sent by electronic communication or sent by registered mail to the Service Provider at its last known place of business. This Statement of Work will be deemed to have ended upon the date of delivery, sending by electronic communications or 5 days after posting if sent by registered mail, receipt is required, in which event the Service Provider shall have no further claim against the WCB, except for the following:
the Service Provider will be paid for the work performed up to the date of termination by written notice.

For the WORKERS COMPENSATION WCB OF PRINCE EDWARD ISLAND:

Chief Executive Officer Date

Witness

For [Service Provider's name]:

[Name] Date

Witness

SCHEDULE "A"

Definitions

“Information”: means all knowledge, material and property acquired by the Service Provider including, but not limited to all notes, reports, records, information, instruments, documentation or data produced, obtained or received by the Service Provider or any other party employed or otherwise engaged by the Service Provider in the performance of this Statement of Work and shall include all copies and parts of same; and includes any personal information as defined in the *Freedom of Information and Protection of Privacy Act* (FOIPP).

“Personal Information” has the same meaning as in s. 1(i) of FOIPP.

Confidentiality

The Service Provider shall treat the Information as confidential and shall not disclose or permit the disclosure of the Information except where the disclosure is:

- necessary to enable the Service Provider to provide services under this Statement of Work;
- required by an enactment of Prince Edward Island or Canada;
- necessary for the purpose of complying with a valid subpoena, warrant or order; or
- with express written consent of the WCB.

Only Information that is reasonably required may be disclosed by the Service Provider under this provision.

4. The Service Provider shall not use the Information for any purpose other than for providing Services under this Statement of Work.

Freedom of Information and Protection of Privacy

5. The Service Provider acknowledges that the WCB is a public body and that it must comply with FOIPP, as amended from time to time.

6. The Service Provider will comply with FOIPP in so far as it may be applicable to the Information and with any other applicable legislation.

7. The Service Provider’s obligations under FOIPP include the obligation to meet the privacy standards that protect personal information and that are set out in Part 2 of FOIPP.

8. Without limiting the generality of any other provision of this Statement of Work, the Service Provider shall:

- (i) share personal information with its directors, officers, employees, agents or contractors only on a legitimate need to know basis;
- (ii) ensure that the persons mentioned in (i) are fully informed of and understand, the privacy standards set out in FOIPP and that they comply fully with its terms;
- (iii) protect any personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal or destruction.

9. Upon request by the WCB, the Service Provider shall provide to the WCB all Information acquired during the performance of this Statement of Work, or shall, at the request of the WCB, destroy

any and all copies and versions of the Information in the possession of the Service Provider three months upon the completion of the work and shall certify the destruction of same to the WCB.

10. The Service Provider agrees that, if the WCB receives a FOIPP request for any record in the possession, custody or control of the Service Provider, the Service Provider shall provide a copy of the record to the WCB within three (3) working days of its receipt of a WCB request.

11. In the event that the Service Provider becomes aware of a breach or possible breach of FOIPP, it shall immediately notify the WCB in writing, will provide full details to the WCB and will take steps to minimize the impact of the occurrence and to prevent a reoccurrence.

12. The Service Provider shall immediately notify the WCB in writing if it receives a demand or request for disclosure of Information from a third party.

13. The Service Provider acknowledges that the WCB is not able to guarantee the confidentiality of records submitted to it by the Service Provider, or to which the WCB otherwise has a right to access. It is understood that all such records may be subject to the disclosure provisions of FOIPP.

14. The Service Provider shall cooperate with and assist in any WCB investigation of a complaint that personal information has been collected, used or disclosed contrary to FOIPP or to the provisions of this Statement of Work.

15. The Service Provider shall comply with all codes of ethics applicable to the Information and with any direction issued by its governing regulatory or disciplinary body that is pertinent to the Information.

16. These provisions survive the termination of the Service Provider's contract to provide services to the WCB.

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

Please fill out the following form, naming one person to be the Proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

B.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

B.3 Mandatory Forms

The Proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	
Submission Pricing Form (Appendix C)	

B.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The Proponent confirms that it has factored all of the provisions of Appendix

A, including insurance, Workers Compensation coverage, indemnity requirements, into its pricing assumptions and calculations.

B.5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the WCB.

B.6 No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

B.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the WCB in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of the WCB within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

B.8 Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the WCB to the advisers retained by the WCB to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.9 EXECUTION OF AGREEMENT

The Proponent agrees that in the event its proposal is selected by the WCB, it will finalize and execute the Agreement in the form set out in **Appendix A** to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX C – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges

2. Evaluation of Pricing

Pricing is worth 40 points of the total score.

Pricing will be scored based on a relative pricing formula using the total costs to digitize set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points, which will be calculated by dividing that Proponent's price into the lowest qualified price. For example, if a Proponent bids \$10,000.00 and that is the lowest bid price, that Proponent receives 100% of the possible points for that category ($10,000/10,000 = 100\%$). A Proponent who bids \$12,500 receives 80% of the possible points ($10,000/12,500 = 80\%$), and a Proponent who bids \$20,000 receives 50% of the possible points ($10,000/20,000 = 50\%$).

Lowest rate
----- x Total available points = Score for second-lowest rate
Second-lowest rate

Lowest rate
----- x Total available points = Score for third-lowest rate
Third-lowest rate

And so on, for each proposal.

Pricing Form

Bidders should propose a financial model that clearly defines how they propose to be compensated for all of the required services using a fixed per page rate. If the per page rate is different to digitize file folders, please indicate.

Provide a fixed price per digitized page for your proposed services in the table below. For the purposes of the evaluation, provide prices based on 200 boxes containing:

- A total of 60,000 legal-sized file folders, with one cover to be digitized.
- A total 500,000 letter-sized one-sided pages to be digitized.

Use the following table for inclusion in your proposal:

Cost Element	Cost (CDN)
Price per letter-sized one-sided page _____ x 500,000 pages	\$
Price per one cover of a legal-sized file folder _____ x 60,000 covers	\$
Total Costs to Digitize 500,000 pages and 60,000 file folder covers (excluding HST)	\$
HST	

Please note that the actual number of pages will vary. Fees will be paid on the agreed upon per page fee for the total number of accurately digitized pages, pending quality verification by the WCB.

APPENDIX D – RFP PARTICULARS

D.1 The Deliverables

D1.1 Deliverable Summary

The WCB requires approximately 200 boxes of paper claim records digitized in accordance with the requirements in Appendix A – Statement of Work Agreement. Each box contains approximately 2500-3000 pages, in folders organized by claim file number.

D1.2 Service Requirements

Digitization of WCB paper claim records

1.1 The Service Provider will:

- (a) Receive approximately 200 boxes of documents from the WCB to be digitized. Each box contains approximately 2500-3000 documents.
- (b) Verify what has been received with each batch according to the WCB-provided list. This list will be compared with the contents when the documents are received by the Service Provider, and WCB will be notified immediately of any discrepancies.
- (c) Securely store the documents in a locked room, with alarmed security. Electronic records are securely stored locally on the Service Provider's personal server which is password protected, with the following requirements:
 - The password(s) meets complex password guidelines (min length 8 characters; at least one uppercase letter, number, and special character)
 - The server operating system is a currently supported version and is up to date;
 - The server is protected by a firewall; and
 - The server is running up to date anti-virus / malware software.
- (d) Prepare documents for scanning, by removing staples, clips, bindings etc. Documents with post-it notes should be scanned with the note and without.
- (e) Scan documents, including file folders where information is recorded, as multi-page pdfs following CGSB Standards for Digital Imaging. Each digital file will be an exact replication of the paper file to enable destruction of the original documents. If there are problems with any image due to the quality of the paper documents, the Service Provider will work closely with designated WCB staff and discuss how best to proceed.
- (f) Perform image enhancement and quality control on scanned documents in a manner prescribed by the WCB to ensure images are readable, all documents captured, and digital file is exact replication of paper file. Quality control will be in collaboration with the WCB and according the WCB's specifications and format, including:
 - Verification of client name and claim number.
 - Page counts and page by page verification.
 - Checking for clarity and position of page.
 - Double check and sign off on WCB documentation.
- (g) Index documents contained in each folder, using the naming convention:
CaseFileNumberWorkerLastNameFirstName

- (h) As the digital files are indexed, and quality controlled, transmit the files in batches in an agreed upon quantity to the WCB via the WCB's prescribed method of secure electronic transfer.
- (i) Prepare the original documents for their return to the WCB for inspection and quality assurance, with a packing slip stating how many digital images have been captured in that batch. Boxes must be returned exactly as they were received, with the exception of staples and paper clips which may be removed. Files will be kept in same order. Any post-it notes must be retained on the document.
- (j) Once WCB is satisfied with the finished product, permanently delete all scanned images from their secure server using data erase software to ensure all documents cannot be recovered and provide a certificate of destruction to the WCB.
- (k) Send invoices after each batch is complete, in accordance with the number of documents digitized in that batch.

The work is to be conducted at the Service Providers site, with the requirements that the records are stored securely and remain on Prince Edward Island at all times.

D.2 Mandatory Technical Requirements

The Service Provider must supply all technology, equipment, resources and materials required to securely store and digitize the records, and to securely transfer the digitized documents to the WCB.

The Service Provider must have access to, and ensure compliance with, the CGSB Standards for Digital Imaging.

Provide a statement with your proposal indicating your understanding and agreement to the mandatory technical requirements.

D.3 Mandatory Resource Management Requirements

By virtue of responding to this RFP, the Proponent is committing to make the proposed resources available to this project when needed and, once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project.

The WCB acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the Proponent, or is otherwise unavailable to the Proponent at the time of the service requirement. In these cases, the Proponent agrees to provide replacement resources.

Provide a statement with your proposal indicating your understanding and agreement to the resource management requirements.

D.4 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

D.4.1 Understanding of Service Requirements

Provide a 1-2 page summary of your understanding of the RFP requirements defined in this RFP.

D.4.2 Proposed Approach

Describe the approach or process proposed to digitize the WCB's records, including how you will ensure compliance with the GCSB National Standard for Electronic Records as Documentary Evidence.

D.4.3 Quality Assurance

Describe your quality control processes and specifically, how you would resolve issues identified through the WCB's quality verification process.

D.4.4 Demonstrated Expertise

Describe your experience in providing services similar to those required by the WCB as described within the RFP. Please include an indication of the length of time you have been providing services; a description of the work and detailed involvement for at least two (2) similar engagements and experience applying the service requirements to Workers Compensation or similar lines of business

D.4.5 References

Provide three (3) references, which can be contacted by the WCB, where services similar to those proposed in this RFP have been provided by your company in the past three years that is similar in nature to the requirements defined in this RFP. Select references that are similar to WCB, and provide a contact name, along with their phone number and email address. The reference information provided should identify the size of the projects conducted for the reference as well as demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines. At least two (2) of the references are not to include references for services previously provided to the WCB of PEI.