Development of an Action Plan for improving Workplace Safety through injury prevention for the Fishing Sector

Request for Proposal

Request for Proposal No.: WCBNS #2013-014
Closing Date: August 16, 2013
Location: Workers’ Compensation Board
Corporate Development Department
Workers’ Compensation Board of Nova Scotia
Suite 213/215 – 5595 Fenwick Street
Halifax, NS B3H 4M2

FAXED BIDS ARE NOT ACCEPTABLE
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1.0 Introduction and Scope

1.1 Request for Proposal Terminology
Throughout this Request for Proposal, terminology is used as follows:

a) "Contractor" means the successful Proponent to this Request for Proposal who enters into a written contract with the Workers’ Compensation Board of Nova Scotia;

b) "Must", "critical" or "required" means a requirement that must be met in substantially unaltered form in order for the proposal to receive consideration;

c) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "Request for Proposal";

d) "Workers’ Compensation Board” or “WCBNS” or “WCB” means the Workers’ Compensation Board of Nova Scotia on whose behalf this Request for Proposal is issued;

e) "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

1.2 Purpose & Scope of Work:

Jobs in the Fishing Industry and working on the water are integral to Nova Scotia culture and heritage, particularly in coastal communities. These occupations are and can be both lucrative and high risk; the human tragedy and financial consequences associated with injury and fatality are significant. Despite a 20 year industry and employment decline, this work remains the most dangerous in Nova Scotia. This sector has high proportion of fatalities and the injury rate although declining remains high; 2.4% in 2012, 3.6% in 2011 and 3.8% in 2010. Use and acceptance of PFD's/survival/safety equipment and technology is growing but slow to penetrate the business as a commonly accepted part of everyday operation.

Time Loss Claims (TLC) are a significant portion of total Registered Claims (RC), and the claim duration is lengthy. The five year total annual benefit's paid on claims is in the $70M range. Based on review of top 10 injuries identified on claims between 2006 to 2010 almost 60% were traumatic, back/spine/spinal cord, fingers, legs and shoulder and resulted from exertion, exposure, stuck by object or bodily reaction.

Fish landing values have declined 25% since 2006, however workplace injury continues to impact the industry at alarming rates making the associated cost an additional financial challenge for workers and operators to manage.

The sector is highly regulated by Federal and Provincial bodies: Transport Canada Marine, Transportation Safety Board Marine, Fisheries and Oceans Canada, Health Canada, Nova Scotia Labour and Advanced Education, Fisheries and Aqua-culture, Environment and Workers Compensation Board of Nova Scotia. There are areas where enforced practices are similar and others that may be in conflict.

Improving worker safety outcomes through injury prevention/safe practise, inspection, education, enforcement and compliance for the industry and coastal communities in Nova Scotia is vital for sustainability reasons. Working together strategically with industry partners to lead safety over the longer term, it is timely to coordinate efforts and develop clear, consistent messages for the industry to improve industry safety on land and sea in order to decrease the rate of injury and fatality. Success would be a visible and cultural shift away from dangerous/fatalistic traditions, raising worker expectations around health and safety, inclusion and compliance of OSH measures in on board safety operations and business operations including adequate risk management, hazard assessment including ubiquitous use of PFD’s on board.
The WCB and Department of Labour & Advanced Education (LAE) are committed to developing a multi-organization, sector-wide response to fatalities and injuries in the sector. Recent tragedies in our coastal communities and ongoing disproportionate levels of fatality and traumatic injury in this sector have underscored the need to facilitate change. Impetus for this work is supported by Nova Scotia’s new Workplace Safety Strategy providing direction to the Department of Labour and Advanced Education and the WCB to develop a strategic approach to the sector and set targets for measureable improvement as a result of the industry’s high risk profile.

Success will come from longer term investment of time and resources in behavior and culture change. Enhanced social marketing, leadership, enforcement, investigations, financial and quota management, equipment manufacturing, and employer decision making can play a role however the current situation is an engrained cultural reality that will require industry driven, sustained, visible, determined guidance and leadership on many fronts to change and engage workers. The proposal outcome will be a five-year plan to provide a new understanding of how to work safely and prevent injury in the fishing industry including a plan for climate and culture change, developed in partnership with the industry, follow proven models including enforcement, education and awareness, wholly supported by safety and industry regulators.

We recognize that while the process for undertaking this work is being developed by the WCB, in partnership with LAE, other government agencies at the Federal and Provincial level and industry stakeholders in the fishing sector (including the Fishing Safety Association, key leaders, employers, educators, suppliers and workers) will play a key role in the development of the Fishing Safety Action Plan.

The scope of this initiative is expected to include:

- The creation of a project objectives document (POD) to define the development of a comprehensive and inclusive plan of action to improve safety in the Fishing Sector including those workers and fishers not covered by WCB. The detailed project plan should include; partners, recommendations on user friendly tools/service delivery options, assumptions, risks and mitigation plans, schedules, resource requirements, and measures of success. (Implementation of the plan is considered out of scope of this specific initiative)

- Solicit key contacts and leaders in the fishing industry and/or communities to participate, lead the conversations when and where appropriate to build industry commitment as visible champions.

- Coordinate the development and appropriate reviews of the action plan to include:
  - Activities to lay a foundation for industry driven change to build a healthy and safer industry
  - Integration and use of PFD’s, on board safety and survival equipment in practise
  - Awareness of the Internal Responsibility System (IRS) and OHS regulations

- Performance Measurement and management tools and resources to;
  - Track progress
  - Reduce claims and associated costs through injury prevention
  - Increase OSH compliance and awareness of IRS

- Effective communication strategies including plain language tools to reach and educate the industry; the workers, communities and families that are dependent upon the fishery for economic survival

- Leverage existing partnerships and include related industry work currently underway
• Development and delivery of a comprehensive consultation and engagement plan to gather input, determine priorities and key focus areas for the plan.

• Provide facilitation services throughout the consultation and engagement phase, including development of supporting materials, resulting deliverables and administrative support.

The proponent’s resources will report to two co-sponsors from WCB and LAE, who in turn will report to a strategic advisory group (comprised of senior staff) to ensure perspectives are represented throughout the life of the project. Subject matter expert resources from WCB and LAE and industry regulatory bodies as required will come together to form a core project team for the duration of this project. The proponent’s resources will provide leadership, coaching, direction and administrative support to this core project team.

To achieve this, the WCB and LAE are seeking two distinct resources: a Facilitator to provide consultation and engagement leadership with a good working knowledge of the fishing sector being an asset, and a Project Manager to provide project management services throughout the initiative, including planning, execution, control and monitoring as well as project completion activities. Both resources will work collaboratively towards the development of an Action Plan for the Fishing Sector. The plan is expected to be completed in early 2014.

It is expected that further phases may follow in the future to implement the Fishing Action Plan. Continuity and consistency of leadership and specialized services is considered a critical success factor for the future implementation phase for the Fishing Action Plan. It is therefore the intent of the WCBNS to award future phases based on the results of this RFP unless the chosen provider fails to deliver the expected results in the development of the Fishing Action Plan.

1.3 Eligibility
Prospective proponents are not eligible to submit a proposal if current or past corporate or other interests may, in the WCB’s opinion, give rise to a conflict of interest in connection with this project. Any and all resources proposed under this requirement must be eligible to work within Canada at the time this proposal is submitted to WCBNS. If resources are proposed without confirmation of such eligibility, the proposal may not be considered for evaluation under this requirement.

2.0 RFP Process
The development of an Action Plan for the Fishing Sector will be a collaborative undertaking between key partners in safety and key leaders in the fishing industry; however the WCBNS is leading the RFP process to procure the required professional services. Therefore the successful proponents are expected to enter into a contract with the WCBNS solely. As this tender is for two distinct resources, the Requirements section of the RFP (Section 5) will be divided into two parts: Part 1 outlining requirements for the Facilitator resource and Part 2 outlining requirements for the Project Manager resource. Proponents will be able to submit proposals for either resource individually or for both together.

2.1 Proposal Changes and Amendments
The Workers’ Compensation Board will notify all Proponents in writing with regard to any changes made to the Request for Proposal or any change in the closing date or time. When these changes occur within five government business days of the close of the proposal, the proposal closing date may be extended to allow for a suitable number of bid preparation days between the closing date and the issuance of the change.
2.2 Enquiries
All enquiries related to this Request for Proposal are to be directed, to the following person(s), or his/her designate(s). Information obtained from any other source is not official and may be inaccurate. Enquiries and responses may be recorded and may be distributed to all proponents at the WCBNS’ option.

Janet Rutherford
Manager, Projects & Change Management
Corporate Development
Workers’ Compensation Board of Nova Scotia
Suite 213/215 – 5595 Fenwick Street
Halifax, Nova Scotia  B3H 4M2
Phone: (902) 491-8357
Email: janet.rutherford@wcb.gov.ns.ca

2.3 Closing Date
Proponents must submit 5 complete copies of the RFP response with 1 Financial Proposal in a separate sealed envelope contained within the main envelope of the Proponent’s response. Proposals must be received by 11:00am, August 16, 2013 at the Corporate Development Department, Workers’ Compensation Board of Nova Scotia, Suite 213/215, 5595 Fenwick Street, Halifax, Nova Scotia, B3H 4M2.

Proposals may not be sent by facsimile or email, however, an electronic copy of the successful Proponent’s Submission will be required by the WCBNS once the tender has been awarded. Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposal number, and the proposal title. Proposals will be opened at the Workers’ Compensation Board’s Office, 5595 Fenwick St, Suite 213 at 1:00pm, August 16, 2013.

2.4 Late Proposals
Late proposals will not be accepted and will be returned to the Proponent.

2.5 Alternative Solutions
If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

2.6 Changes to Proposal Response Wording
The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the Proponent’s submission unless requested by the WCBNS for purposes of clarification.

The Proponent may change a previously submitted proposal by withdrawal, amendment or submission of a replacement if done prior to the tender closing date and time. This information or request should be submitted in writing on company letterhead or equivalent and contain the signature of the individual submitting the original submission.

2.7 Proponents’ Expenses
Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the WCBNS, if any.

2.8 Firm Pricing
Proposals must be open for acceptance for at least 90 days after the closing date. Upon acceptance, prices will be firm for the entire contract period unless otherwise specified. The successful proponent’s resource per diem rates must remain valid for the duration of the project.
2.9 **Completeness of Proposal**
By submitting a proposal, the Proponent warrants that all components required to deliver the services requested have been identified in the proposal or will be provided by the Contractor at no additional charge.

3.0 **Additional Terms**

3.1 **Subcontracting**
Utilizing a sub-contractor (who must be clearly identified) is acceptable and is encouraged, if it provides the skills and/or experience required. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful provision of the goods and/or services as well as the responsibility for continuing the solution if the partnership is discontinued. This must be defined in the proposal.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the WCBNS’ opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

3.2 **Acceptance of Proposals**
The Workers’ Compensation Board reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

This Request for Proposal should not be construed as a contract to purchase goods and/or services. The Workers’ Compensation Board is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria and chosen based on overall value.

Subsequent to the submission of proposals, presentations may be conducted with some of the Proponents, but there will be no obligation to receive further information, whether written or oral, from any Proponent.

The Workers’ Compensation Board will not be obligated in any manner to any Proponent whatsoever until a written contract has been duly executed relating to an approved proposal. Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

3.3 **Definition of Contract**
Notice in writing to a Proponent of the acceptance of its proposal by the Workers’ Compensation Board and the subsequent full execution of a written contract will constitute a contract for the goods and/or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods and/or services until the occurrence of both such events.

3.4 **Proposals as Part of Contract**
Proposals may be negotiated with Proponents, and if accepted, may form part of a contract.

3.5 **Liability for Errors**
While the Workers’ Compensation Board has used considerable efforts to ensure an accurate representation of information of this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted.
to be accurate by the Workers’ Compensation Board, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

3.6 **Acceptance of Terms**
All the terms and conditions of this Request for Proposal are assumed to be accepted by the Proponent and incorporated in its proposal. Proponents who have obtained the Request for Proposal electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

3.7 **Financial Stability**
The successful Proponent will be required to demonstrate financial stability and confirm current registration, or state willingness to undertake registration, to conduct business in Nova Scotia. This information is required in relation to the prime only and as the prime must certify that they are assuming full financial and legal responsibility for their contractual commitments.

3.8 **Ownership of Proposals and Freedom of Information**
All documents, including proposals, submitted to the WCBNS become the property of the WCBNS and are subject to disclosure under the *Nova Scotia Freedom of Information and Protection of Privacy Act*. By submitting a proposal, the Proponent thereby agrees to public disclosure of its contents. Any information the Proponent considers 'confidential business information' because of its proprietary nature should be marked as "confidential", and will be subject to appropriate consideration as defined within the *Nova Scotia Freedom of Information and Protection of Privacy Act*.

3.9 **Use of Request for Proposal**
This document, or any portion thereof, will not be used for any purpose other than the submission of proposals unless otherwise stipulated herein.

3.10 **Confidentiality of Information**
Information pertaining to this Request for Proposal obtained by the Proponent as a result of participation in this proposal is confidential and must not be disclosed without written authorization from the Workers’ Compensation Board.

Proponents must adhere to the information sharing legislation (i.e. The Freedom of Information and Protection of Privacy Act (FOIPOP), the Personal Information International Disclosure Protection Act (PIIDPA)) and the Privacy Review Officer Act, (PROA) to which the WCBNS is bound regarding any use, collection, disclosure, retention, etc. of all information relating to the RFP, the Proponent’s Submission and/or the future contract regarding data transfer or otherwise (i.e., release of the RFP or the contract itself).

For details on FOIPOP, PIIDPA and the PROA please refer to: [http://www.gov.ns.ca/legislature/legc//index.htm](http://www.gov.ns.ca/legislature/legc//index.htm)

3.11 **Reciprocity**
The Worker’s Compensation Board may consider and evaluate any proposals from other Workers’ Compensation jurisdictions on the same basis that the government purchasing authorities in those Workers’ Compensation jurisdictions would treat a similar proposal from the Workers’ Compensation Board of Nova Scotia.

4.0 **Contract Clauses**
4.1 **Registration with Workers' Compensation Board**

The contract may contain a provision that the Contractor and any approved subcontractors must carry appropriate coverage with the Workers' Compensation Board (WCBNS), in which case WCBNS coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Contractor may be required to submit a WCBNS Clearance Letter indicating that all WCBNS assessments have been paid.

4.2 **Indemnity**

The Contractor will indemnify and save harmless the Workers’ Compensation Board, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Workers’ Compensation Board at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or subcontractor of the Contractor pursuant to the contract.

4.3 **Insurance**

The contract may contain a provision that the Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain, throughout the contract term, Comprehensive General Liability in an amount not less than $2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of Nova Scotia and in the forms and amounts acceptable to the Workers’ Compensation Board. All required insurance will be endorsed to provide the Province and the WCBNS, upon request, with 30 days’ advance written notice of cancellation or material change. The Contractor will, on signing the contract, provide the Province and the WCBNS with evidence of the required insurance.

The Contractor shall use due care in performing work for the WCBNS. The Contractor shall not be liable for any indirect or consequential damages related to the services performed under this Agreement unless caused by the Contractor’s negligence.

4.4 **Funding**

Notwithstanding any other provision of this Request for Proposal, the contract contemplated by this Request for Proposal and the financial obligations of the Workers’ Compensation Board pursuant to that contract are subject to:

a) There being sufficient monies available in the appropriation to enable the Workers’ Compensation Board in any fiscal year or part thereof when the payment of money by the province to the Contractor falls due under the contract entered into pursuant to the Request for Proposal to make that payment.

4.5 **Contract Administrator**

A contract administrator will be assigned by the Workers’ Compensation Board to oversee the contract awarded to the successful Proponent.

4.6 **Compliance with Laws**

The Contractor will give all the notices and obtain all the licenses and permits required to perform the work. The Contractor will comply with all laws applicable to the work or performance of the contract.

4.7 **Occupational Health and Safety**

The Contractor must comply with the Nova Scotia Occupational Health and Safety Act at all times in the delivery of services throughout the duration of this Agreement and possess a Certificate of Recognition or, in the alternative, have appropriate safety programs in place.
4.8 **Contract Term**
The Contractor will be expected to commit for up to a five year term. The successful proponent will be required to enter into a written contract with the WCBNS in a form such as that attached to this RFP as Appendix A.

5.0 **Requirements**

5.1 **Project Overview (Required for all proposals)**
Indicate your understanding of the Project by providing concisely and in your own words:

5.1.1 The project objectives;
5.1.2 Your vision for the project including any aspects that may go beyond those described in this document yet which are consistent with the WCB’s overall mission;
5.1.3 The project risks and state the potential impact if left unmitigated and specific risk mitigation plans you feel may be appropriate for each;
5.1.4 The critical success factors;
5.1.5 Communication requirements, including:
   - Who are the key stakeholders for this project?
   - Define your understanding of the stakeholders interests related to this project.
   - Who, how, what and when information should be communicated
5.1.6 A high level project schedule and work breakdown structure, including Gantt chart for the necessary activities to implement this project and any key assumptions to achieve this plan;

Responses to this section which contain an excessive amount of text copied directly from the Request for Proposal and/or supporting material will not be regarded as indicating an understanding of the Project initiative.

5.2 **PART 1 - Technical Knowledge & Experience for Facilitator Role (only required if tendering for Facilitator Role)**
Provide a detailed description of the proposed resource’s technical knowledge and experience in the following areas:

5.2.1 Strategic Planning & Development, particularly as it relates to both leading and facilitating the creation of cross departmental, multi-stakeholder strategies and action plans. Also refer to the resource(s)’ experience in facilitating internal and external stakeholder input throughout the process.
5.2.2 Experience working with Workers’ Compensation Boards, Department of Labour and Advanced Education, Occupational Health and Safety organizations or other related organizations as well as experience working with the NS Fishing Sector. Refer to any appropriate or relevant projects, the resource(s)’ role, and comment on the related nature of the experience gained;
5.2.3 Experience bringing together key industry leaders and multiple government departments for consultation and engagement.
5.2.4 Facilitation and strategic consultation experience acquired. Reference at least three projects that were undertaken by the proposed resource and comment on the similarities or relevance of those projects to this project.
5.2.5 Identify any pertinent skills or accreditations of the proposed resource(s).

5.3 **PART 2 – Technical Knowledge & Experience for Project Manager Role (only required if tendering for Project Manager Role)**
Provide a detailed description of the proposed resource’s technical knowledge and experience in the following areas:
5.3.1 Experience planning and managing large scale engagement project with multiple stakeholders and across government departments to create strategies and action plans. Also refer to the resource(s)’ experience in managing the various facets of the project throughout the process.

5.3.2 Experience working with Workers’ Compensation Boards, Department of Labour and Advanced Education, Occupational Health and Safety organizations or other related organizations. Refer to any appropriate or relevant projects, the resource(s)’ role, and comment on the related nature of the experience gained.

5.3.3 Project management experience acquired. Reference at least three projects that were managed by the proposed resource and comment on the similarities or relevance of those projects to this project.

5.3.4 Identify any pertinent skills or accreditations of the proposed resource(s).

5.4 Acceptance of Liability Clause
The proponent must indicate their acceptance of the Liability Clause defined in Section 4.3 of this Request for Proposal by stating that they either agree fully with this clause or do not agree with this clause. If full agreement with this clause is not indicated then the proponent must provide their own version of a liability clause for consideration by the WCB.

6.0 RFP Response - Proposal Preparation

6.1 Proposal Content and Response Format
In order to ensure that the evaluation of proposals is conducted consistently for each proponent and to ensure each proposal receives full consideration, the following format and sequence must be followed:

6.1.1 Proponent Profile
A corporate profile must be submitted detailing the Proponent’s fields of expertise emphasizing those relevant to the proposal. The Proponent’s corporate information (including all members of any subcontractors and their employees, agents, and/or servants) must include:
  a) The complete legal name of the proposing entity;
  b) A description of the corporate organization of the proposing entity, including all members of any subcontractors and their employees, agents, and/or servants. If the proposing entity is a team or any other multi-organizational structure, the corporate organization assuming accountability to the WCBNS on behalf of the proposing entity must be identified;
  c) The numbers of years in business for each company whose products and/or services are proposed in the Proponent’s response;
  d) A description of the Proponent’s capability and experience to undertake a service offering of the size and scope of that contained in this Request for Proposal, including specific experience in fishing industry; and
  e) A description of financial stability as outlined in Section 3.7.

6.1.2 Response to Requirements
To facilitate evaluation, the Response to Requirements must be organized and sections numbered to correspond directly with the Solution requirements. A tabular format may be used to respond and must:
  a) Identify the Request for Proposal Section and requirement/clause combination by number, e.g. “6.1.1”;
  b) Provide the text of the requirement/clause, e.g. “Demonstrated project experience related to scoping, integrating and implementing software”; and
  c) Provide a response to the requirement/clause, being careful to address all specific topics identified in the requirement/clause.
To facilitate the evaluation process, proponents should pay careful attention to presentation and ease of relating the response to the requirement/clause. Responses should be succinct but demonstrate the proponent understands the WCB’s requirement/clause as well as describe how the proponent’s proposal best matches the requirements.

The response to requirements section of the proposal should also include any guarantees offered by the proponents as to the completion of the contract, any additional information, value add services or products beyond the requirements, brochures, etc. in support of the proponent’s proposal (these may take the form of appendices).

6.1.3 References
Three references must be supplied and they must be valid within the last three years and must contain:
   a) Client Name: Name of client organization;
   b) Service Description: A description of the nature, scope and duration of the services provided to the client;
   c) Common Personnel: Identification of proposed personnel who participated in referenced projects;
   d) Client Satisfaction: Indications of client satisfaction with the Proponent’s performance;
   e) Team Composition: The team composition including whether the Proponent managed sub-contractors and their employees, agents, and/or servants; and
   f) Client Contact: The name, phone/fax numbers and e-mail address (if available) of any appropriate contact for the client organization. This individual must be available to be contacted during the evaluation period.

6.2 Financial Proposal
One sealed copy of the Financial Proposal is required to accompany the proponent’s submission. If submitting a proposal for both resource requirements identified in the RFP, ensure the total price for each resource is clearly indicated. The Financial proposal must follow the format outlined in Section 7.0 to be considered complete.

7.0 Financial Proposal
The Financial Proposal for the project must be as follows:

“Proposed price for the provision of all services required to produce the deliverables associated with the WCBNS Fishing Action Plan initiative as defined in the Request for Proposal and referenced documents including all expenses and applicable taxes is $_________.

HST included in that price is $______.”

7.1 Detailed Project Costing
The proponent must also provide the following information:

Resource costs and time estimates for all efforts considered in the proponent’s submission, including:
   a. The percentage that each resource represents of the work to be performed during the project;
   b. Per diem rates broken down into costs and fixed fee for all resources grouped by resource type that were used for estimating the price;
   c. Any explanation or justification for the proposed per diem and resource mix.

7.2 Certification Block
This section must contain the certification of the proposed pricing by an authorized representative of the proponent’s organization as follows:
a) Signature;  
b) Name;  
c) Title; and  
d) Date

8.0 Evaluation Procedures and Process

8.1 Evaluation Team  
Evaluation of proposals will be conducted by a team formed by the Workers’ Compensation Board.

8.2 Pass/Fail Criteria  
Proponents’ Request for Proposal responses must follow the response format outlined in Section 6. Proponents should pay close attention to all requirements and sections as proposals that do not follow the format outlined in Section 6 will not meet the pass/fail criteria and will be rejected without further consideration.

8.3 Proponent Evaluation and Selection  
(i) The Evaluation Team will validate proposals against the evaluation criteria as follows:

<table>
<thead>
<tr>
<th>Requirement Description</th>
<th>Max. % of Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proponent Profile &amp; Industry Experience</td>
<td>20%</td>
</tr>
<tr>
<td>Response to Requirements</td>
<td>60%</td>
</tr>
<tr>
<td>Proposal Pricing</td>
<td>20%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

(ii) The Proponent Profile & Experience and Reference Sections will be awarded points by the evaluators through a subjective assessment

(iii) The Response to the Requirements Section will be awarded points by the evaluators based on their assessment of how well the proponents’ response addresses each requirement. The Requirements for each of the two distinct resources will be evaluated separately.

(iv) It is expected that a signed contract will be in place within 10 business days of the contract award subject to successful negotiation and execution of a contract, this Proponent will provide the required services.

(v) Notwithstanding 8.3 (i) above, the Board reserves the right to terminate the project as set out in this RFP prior to any work being completed or the parties having entered into a contract, upon providing reasonable written notice to the Proponent. Termination may occur as a result of, but not limited to, budgetary constraints, the inability of Board staff resources to carry out the project, or as a result of the project being deemed unnecessary.

For proponents who choose to submit a proposal for both resources, the Requirements will be evaluated for each of the two distinct resources separately. Therefore, there is potential for one proponent to be successfully awarded the contract for the entire work associated with this project (i.e. both resources would be engaged from the same firm) or for only a portion of the work (i.e. successful for one of the two resources).

8.4 Short Listed Preferred Proponents  
The evaluation process may produce a short list of preferred proponents based on the results of the Pass/Fail Criteria and the evaluation of accepted submissions. If the scores from the written submission
evaluation are within 10 percentage points, the WCBNS may wish to short list a number of preferred proponents. These preferred proponents would be requested to present their respective project proposal and approach to the joint WCB and LAE evaluation team during an oral presentation.

If the evaluation process yields a short list of preferred candidates, the evaluation scores will be adjusted as follows to determine the overall successful proponent:

<table>
<thead>
<tr>
<th>Evaluation Component</th>
<th>Max. % of Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Submission Evaluation</td>
<td>65%</td>
</tr>
<tr>
<td>Demonstration / Oral Presentation</td>
<td>35%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

Demonstration/Oral Presentation points will be awarded by the evaluators for a subjective assessment of:

a) How well the proponent’s proposal meets the requirements of the WCBNS and LAE;
b) The proponent’s experience implementing similar projects & depth of the knowledge about issues associated with similar projects.

Clarifications made during the demonstration together and any hardcopies of presentation materials will be subsequently included with the written proposal itself. The winning proponent, i.e. the Contractor, will have the highest overall score defined as the sum of the scores from the written submission combined with the demonstration/oral component.

8.5 **Expected Evaluation Timeline**

The WCB evaluation team members will strive to achieve the following timeline for the evaluation process; however resource availability and decision making processes may cause delays.

<table>
<thead>
<tr>
<th>Process Step</th>
<th>Expected Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP posted to Government NS procurement site</td>
<td>August 1, 2013</td>
</tr>
<tr>
<td>RFP closes</td>
<td>August 16, 2013 @11:00am</td>
</tr>
<tr>
<td>Evaluation of written submissions</td>
<td>August 20-22, 2013</td>
</tr>
<tr>
<td>Short listed candidates advised (if applicable)</td>
<td>August 22, 2013 @ 5:00pm</td>
</tr>
<tr>
<td>Oral Presentations</td>
<td>August 27-29, 2013</td>
</tr>
<tr>
<td>Evaluations completed</td>
<td>August 30, 2013</td>
</tr>
</tbody>
</table>

8.6 **Award of Contract**

8.6.1 The successful Proponent, i.e. the Contractor, will have the highest overall score defined as the sum of the scores for the applicable evaluation components.

8.7 **Debriefing**

Unsuccessful Proponents may request a debriefing conference call with the WCBNS after a contract has been signed with the successful Proponent.

8.8 **Negotiation Delay**

If a written contract cannot be negotiated within twenty business days of notification of the successful Proponent, the WCBNS may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a contract with any of the Proponents.
8.9 News Releases
Proponents shall not make any news releases concerning this RFP without the prior written consent of the WCBNS, and then only in coordination with the WCBNS in accordance with any legislation, procedures or policies to which the WCBNS may be bound.
Appendix A – WCB Sample Contract

WORKERS’ COMPENSATION BOARD OF NOVA SCOTIA

This Agreement made effective and entered into this day of A.D., .

BETWEEN:

WORKERS’ COMPENSATION BOARD OF NOVA SCOTIA
(hereinafter referred to as “the Board”)
OF THE FIRST PART

- and -

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(hereinafter referred to as “the Service Provider”)

OF THE SECOND PART

WHEREAS the Board wishes to retain the services of the Service Provider for the purpose of _____________ and the Service Provider is willing to provide those services upon the terms and conditions provided herein and in accordance with the terms and conditions provided in the schedules attached hereto;

WITNESSETH THAT for consideration, including the mutual covenant and Agreements herein contained, the parties hereto covenant and agree with each other as follows:

1. SERVICES

1.1 The Service Provider shall, during the period commencing on the ______day of __________________, 20__, and ending on the ______day of __________________, 20__, provide the services outlined herein and in Schedule “A” attached hereto;

1.2 The Service Provider shall provide the service under the direction and always to the satisfaction of the Board.

1.3 The parties may modify any of the terms of this Agreement (including payment) upon the mutual, written consent of both parties obtained in advance. Notwithstanding the foregoing, the Service Provider recognizes that the Board may, from time to time, adopt formal processes or recommendations that may apply to the services provided herein. While this Agreement is in effect, the Board warrants that any approved processes or recommendations which may affect the services provided herein, will immediately be conveyed to the Service Provider in writing and will form part of this Agreement.

1.4 When any work or services are required to be done under this Agreement by the Board, it may be done by anyone duly authorized to act on the Board’s behalf.
1.5 The work of the Service Provider shall be overseen by the Board’s ________________ (or designate).

1.6 The Board and the Service Provider recognize this Agreement concerns contracted time-limited work and does not entitle the Service Provider to any of the benefits that are offered to employees of the Board.

1.7 The Service Provider warrants that unless explicitly modified within the body of this Agreement, or in the Schedule(s) or Appendices attached hereto, services shall be delivered in accordance with the Service Provider’s statements and warranties as set out in its Submission in Response to the Board’s Request for Proposal No. 2008-___. The parties acknowledge that copies of both the aforementioned documents are in the possession of each party.

1.8 The parties agree that if issues arise under this Agreement that cannot be resolved by mutual communication, the parties will address such matters in the following manner:

(a) Matters pertaining to the construction of the agreement, amendments, interpretation of the agreement, fees, or termination will be sent to the parties directed to receive notice under section ___ of this Agreement. Within ___ business days of the notice being received, a representative of each party will meet to determine whether a solution can be achieved;

(b) If no resolution to the challenges referred to in (a) above can be reached within ____ business days of the meeting also referenced therein, the parties will direct the matter to the heads of each of their organizations, or their designate, who will direct a representative to meet within ___ business days to further attempt to resolve the issues;

2. PAYMENT

2.1 The Service Provider agrees to provide the services outlined herein in accordance with the fee schedule set out in Schedule “B” attached hereto.

2.2 The Service Provider shall invoice the Board on a ________________ basis (or as otherwise agreed to). The Board agrees to effect payment of approved invoices within thirty (30) days of receipt.

2.3 The Service Provider shall maintain appropriate records for the services provided under this Agreement and shall make available to the Board such records for audit or inspection purposes from time to time as the Board may require (see Audit – Section 6 herein).

2.4 The Service Provider agrees to be solely responsible for all income-related remittances and will indemnify the Board for responsibility for same.

2.5 The Board shall not cover the cost of any expenses incurred by the Service Provider in the delivery of the required services other than those expenses
allowed under this Agreement or approved in advance by the Board’s _______________ (or designate).

3. **TERM OF AGREEMENT**

3.1 Term of this Agreement shall be as defined in Paragraph 1.1 of this Agreement.

3.2 Notwithstanding article 3.1, this Agreement may be terminated before the end of the agreement period.

3.3 Completion by the Service Provider of the services outlined in article 1 or termination of the Agreement by the Board in accordance with article 3.2 shall in no way relieve or be deemed to relieve the Service Provider from any ongoing duties, obligations or liabilities which may arise from this Agreement, including but not restricted to those set forth in articles headed Confidentiality, Liability and Audit.

3.4 The parties hereto may, by mutual consent, extend this Agreement by each giving written notice of an intent to do so on or before the termination date defined in paragraph 1.1 of this Agreement. Specifically, the parties, by written mutual confirmation, may extend the term of this Agreement as set out in paragraph 1.1, for one-year terms, to a maximum of three such extensions. Notwithstanding this power to annually extend the term by mutual consent, nothing in this Agreement shall grant either party the ability to extend the term of this contract beyond five years.

4. **CONFIDENTIALITY**

4.1 The Service Provider acknowledges that the Board is bound by the terms of s. 192 of the *Workers’ Compensation Act*, S.N.S., 1994-95, c.10, the *Freedom of Information and Protection of Privacy Act*, S.N.S. 1993, c. 5, the *Personal Information International Disclosure Protection Act*, S.N.S. 2006, c. 3 and the *Privacy Review Officer Act*, S.N.S 2008, c.42 and agrees to abide strictly by the terms of these and any other applicable laws respecting the collection, use and disclosure of personal information, confidential or sensitive information, and other information, including information touching on claims for compensation and claimants’ right to privacy, that the Service Provider could become exposed to in the provision of services under this Agreement.

4.2 The Service Provider further agrees that:

(a) no information arising, obtained or compiled in connection with the performance of this Agreement will be released to any third party without the prior written consent of a manager of the Board;

(b) any information arising, obtained or compiled in connection with the performance of this Agreement by the Service Provider shall be used solely for the purpose of performing this Agreement and shall not be used for any other reason whatsoever;
(c) the improper or unauthorized use or release of any information arising, obtained or compiled in connection with the performance of this Agreement, as determined by the Board, by the Service Provider shall be a basis for immediate cancellation of the contract by the Board;

(d) The Service Provider will use adequate safeguards to protect information arising, obtained or compiled in connection with the performance of this Agreement from inadvertent disclosure and will inform the Board immediately of any accidental or unauthorized use or disclosure of personal information;

(e) The Board will immediately be informed of any request to the Service Provider for release of information involving this Agreement;

(f) The Service Provider will notify the Board prior to storage or a request for release of Board information outside of Canada.

5. INDEPENDENT CONTRACTOR

5.1 It is understood and agreed that this Agreement is a contract for the performance of a service and that the Service Provider is engaged as an independent contractor and neither it, its servants or agents are, nor shall be deemed to be employees, servants or agents of the Board.

6. AUDIT

6.1 Upon receipt of a written request from the Board, the Service Provider shall, within five (5) business days, give the Board full access to its premises, files, data, correspondence, books, and other records prepared or obtained in the performance of this Agreement for the purpose of conducting an audit. This information will be made available for up to two (2) years upon expiration or termination of this Agreement.

6.2 In conducting an audit pursuant to this Agreement, the Board acknowledges that the primary purpose of such an audit is to access premises and information related to the provision of services under this Agreement or to any information it may deem necessary to ensure compliance with the provisions of this Agreement.

6.3 The Service Provider acknowledges that the Board has contracted an external service provider for the provision of internal audit services. The Service Provider agrees that if necessary, and as requested by the Board, it will cooperate with the Board’s internal auditor(s) to the extent requested by the Board.

7. LIABILITY

7.1 The Board shall not be liable for any injury or damage (including death) to any person or for the loss of damage to the property of the Service Provider in any manner based upon, occasioned by or in any way attributable to the Service Provider’s services provided under this Agreement unless such injury, loss, or
damage is caused solely and directly by the negligence of an officer or servant of the Board while acting within the scope of their employment.

7.2 The Service Provider shall use due care in performing the services contemplated under this Agreement. The Service Provider shall not be liable for any indirect or consequential damages related to the services performed under this Agreement unless such damages caused by the Service Provider's negligence.

7.3 The Service Provider agrees to indemnify and hold harmless the Board from any and all claims for damages or loss arising in connection with the services performed under this Agreement. The Service Provider agrees to maintain adequate liability insurance and provide the Board with proof of such insurance upon request. Such coverage will be for an amount not less than _______________ which will include coverage for occurrences of bodily harm, personal injury, or property damage. The Service Provider will provide the Board with ten (10) days advance written notice of cancellation or material change to this policy of insurance. The Service Provider agrees the Board shall be listed as certificate holder on this policy of insurance for the duration of service under this Agreement.

7.4 The Service Provider undertakes that it has complied with its obligations under the Occupational Health and Safety Act of Nova Scotia and has a good safety record. The Service Provider agrees to only use subcontractors with the same or higher level of compliance with respect to occupational health and safety standards.

7.5 The Service Provider warrants it has all necessary permits, licenses, designations or the like that may be necessary for the Service Provider to undertake the services herein, and that all such permits, licenses, designations or the like will remain in good standing for the term of the Agreement.

8. PERFORMANCE

8.1 The Service Provider shall faithfully, honestly, and diligently service the Board during the period of this Agreement.

9. TERMINATION OF THE AGREEMENT

9.1 This Agreement may be terminated by either party giving ____calendar days' written notice of termination to the other party.

9.2 In the event the Board elects to terminate this Agreement under this provision, the obligations of the Board to make payments to the Service Provider shall continue for services performed up to and including the date of termination but do not continue beyond that time period. The Board will also continue to be obligated to make payment on outstanding invoices for services performed up to and including the date of termination of this Agreement.

9.3 Notwithstanding Articles 9.1 or 9.3, the Board may terminate this Agreement by written notice to the Service Provider to take effect immediately:
(i) In the event that the Service Provider becomes insolvent or bankrupt or makes an assignment for the benefit creditors or receivers appointed of its business, or voluntary or involuntary petition in bankruptcy is filed or proceedings for the reorganization or winding up of the Service Provider are instituted;

(ii) On the material breach by the Service Provider of its obligations under this Agreement;

(iii) On the wilful misconduct or neglect of duty by the Service Provider or any of its servants, agents, or employees.

The above list is not meant to be exhaustive. Certain breaches are explicitly identified throughout this Agreement as being material for the purposes of this clause. The parties agree that failure to explicitly identify a breach as a material breach in this Agreement does not mean or suggest that a breach not explicitly identified as material, is not a material breach.

10. PRODUCTS OR SERVICES TO BE DELIVERED

10.1 Under this Agreement the Service Provider shall supply the services as referred to in this agreement and in Schedule "A" attached hereto to the Board, and these items shall conform to the format and standards established by the Board during the course of the Agreement and conveyed to the Service Provider by notice.

11. ASSIGNMENT

11.1 The Service Provider shall not assign or sublet this Agreement or any part thereof without the written permission of the Board obtained in advance.

12. NOTICES

12.1 All notices under this Agreement shall be deemed duly given: upon delivery, if delivered by hand; or three days after posting if sent by registered mail, receipt is required; to a party hereto at the address set forth herein or to such other address as designated by a party by notice pursuant hereto. Nothing in this section shall prevent notice from being given by any other means. Address for service of notices is:

The Board:

Name and Address:

Tel:  
Fax:  
e-mail:

(or such other person as designated by the Board)
The Service Provider:

Name and Address:

Tel:  (902)
Fax:  (902)
e-mail:

(or such other person as designated by the Service Provider)

13.  COPIES

13.1 In the event of termination of this Agreement or of the completion by the Service Provider of the services outlined in article 1, the Service Provider shall deliver to the Board all materials including, but not restricted to, all research, reports, papers, tapes, slides, films, photographs, audio-visual material, and all input data or other information submitted to the Service Provider or developed by the Service Provider in the performance of this Agreement, whether in draft or completed form.

14.  RIGHTS IN DATA

14.1 All research, data, reports, papers, material, audio-visual material and information forming part of or produced in the performance of this Agreement (and specific to the Board) and all copyrights thereto, and all patents, trademarks and industrial designs arising therefrom, are the property of the Board, and are hereby assigned by the Service Provider to the Board. The parties agree the intellectual property rights in pre-existing materials and information belonging to the Service Provider shall remain with or vest in the Service Provider and shall not be shared with any party by the Board unless prior written consent of the Service Provider is obtained. The Service Provider shall not divulge, release or publish any such research, reports, papers, material, audio-visual material or information which form the final product delivered to the Board, or any part thereof, without first having obtained the written consent of the Board.

14.2 The Board reserves the right to publish or release in whole or in part, to publish an amended version and not to publish or release at all, or to use or not use as the Board may deem fit, any research, reports, material, audio-visual materials, or information produced in the performance of this Agreement which form or are part of the final product delivered to the Board by the Service Provider with the exception of any third party software. The Service Provider, however, upon full and final payment, shall grant to the Board a non-exclusive, royalty-free, worldwide, perpetual, non-transferable license to use, for the Board’s internal business purposes, any Service Provider technology contained in the final product or information delivered to the Board.
15. **TIME SHALL BE OF THE ESSENCE**

15.1 Time shall be of the essence of this Agreement, provided that any agreed time frame for completing any of the work of the Service Provider, its employees or agents that has been or is likely to be delayed may be extended at the Board's discretion if the other terms of this contract are satisfied.

16. **FORCE MAJEURE**

16.1 The Service Provider shall not be liable for any delays or failure in performance under this Agreement caused by conditions beyond its reasonable control or without its fault or negligence. Such conditions include the following: acts of God or the public enemy; civil war; insurrections or riots; fires; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions; governmental priorities or allocation regulations or orders affecting materials, labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events.

17. **TITLE AND ACCEPTANCE**

17.1 Except as otherwise provided in this Agreement, title to the product defined herein and in Schedule “A” attached hereto or any part thereof, shall vest in the Board upon delivery to and acceptance by the Board. Upon any payment being made on account of materials, parts, work in process, or finished work, title to the goods and services so paid for shall vest and remain in the Board, and the Service Provider shall be responsible therefore, it being understood and agreed that such vesting of title in the Board shall not constitute acceptance and shall not relieve the Service Provider of its obligations to perform the work in conformity with the requirements of this Agreement.

18. **ENTIRE AGREEMENT**

18.1 This Agreement and the Schedules attached hereto or referred to herein constitute the whole Agreement between the parties unless otherwise stated herein or duly modified in writing and signed by both parties. No representation or statement not expressly contained herein shall be binding upon either party.

18.2 The Schedules attached hereto form an essential part of this Agreement and should there be any conflict between the general terms and conditions of the Agreement and the Schedules then the Schedules govern the Agreement interpretation.

19. **GOVERNING LAWS**
19.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.

20. CONSENT TO BREACH NOT WAIVER

20.1 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

21. PARTIAL INVALIDITY

21.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at the Board’s option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement and the remaining provisions forming a valid agreement.

22. DEFINITION OF SERVICE PROVIDER

22.1 References to the Service Provider shall include employees, servants and agents of the Service Provider, independent contractors to the Service Provider and employees, servants, agents and independent contractors of assignees if the Agreement or its performance is assigned.

23. SECURITY AND PRIVACY

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

24. AUTHORITY

24.1 The signatories of this Agreement hereby personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

25. NON-SOLICITATION

25.1 The Service Provider shall not hire or attempt to hire any employee(s) of the Board during the term of this Agreement and for a period of 6 (six) months thereafter.

26. WCBNS PREMISES & SUPERVISION

26.1 The Service Provider agrees that access to any of the Board premises by any of the Service Provider’s employees, agents or subcontractors which is necessary
for the performance of the services under this agreement, shall be granted by the Board only during the normal business hours of the Board’s premises in question, unless otherwise previously authorized by the Board in writing. The Service Provider also agrees to observe all the Board’s security requirements and measures in effect at any Board premises to which access is granted by this agreement which the Board may forward to the Service Provider from time to time.

26.2 The parties agree that the Board has the right to appoint, from time to time, a responsible officer or employee for the purposes of supervising the Service Provider’s employees assigned to perform any services under this agreement.

26.3 The Service Provider also agrees that the Board has the absolute right to terminate the use of and request the Service Provider to replace any employee of the Service Provider assigned to the Board under this agreement who does not, in the sole opinion of the Board, meet the Board’s requirements.

27. EFFECTIVE DATE

27.1 This Agreement shall take effect as it has been executed by both parties on the day of ____, 20__. 

28. SPECIAL CONDITIONS

28.1 If applicable, the Service Provider agrees to maintain workers’ compensation coverage throughout the term of this contract for every person in their employ and shall ensure any agents used by them are also covered by workers compensation and to pay all workers’ compensation assessments as they become due.

IN WITNESS WHEREOF the Board and the Service Provider have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

WITNESSED BY: DATED AT Halifax, Nova Scotia this ________ day of ________, A.D., 20__

Witness _____________________________________________________________________________________________ Per:

For the Service Provider

DATED AT ____, Nova Scotia this ________ day of ________, A.D., 20__

Witness _____________________________________________________________________________________________ Per:

Workers’ Compensation Board of NS