
REQUEST FOR PROPOSALS



National Occupational Health
and Safety Advisory Committee
Komiti Tohutohu Mahi A-Motu Hauora me te Haumaru

**The definition of work related harm. Implications for
diagnosis, rehabilitation and compensation.**

**A Report to the National Occupational Health and
Safety Advisory Committee**

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SECTION 1. INTRODUCTION

1. Purpose and Objectives of this RFP

This RFP seeks to commission a Technical Report on the definition of work related harm and the implications for diagnosis, rehabilitation and compensation on behalf of the National Occupational Health and Safety Advisory Committee (NOHSAC).

- 1.1 For this purpose, Respondents are invited by the Department of Labour (“DoL”), on behalf of and in consultation with NOHSAC, to submit Responses offering to supply specific research services (the “Services”) as defined in Section 2 of this Request for Proposals (“RFP”).
- 1.2 As a result of this RFP the DoL intends to select only one Respondent to provide the Services.
- 1.3 This RFP provides a basis for identifying Respondents’ methods and approach to providing quality Services and provides the basis for identifying cost effective and timely Services.
- 1.4 As a result of this RFP the DoL intends to establish a commercial contract that clearly defines terms and conditions, Services, performance reporting and pricing requirements and the relationship expectations during the contract.

2. Disclaimer

- 2.1 Whilst all reasonable care has been taken in compiling this RFP document and the details are presented in good faith, no warranty or guarantee (expressed or implied) is given by DoL as to the completeness or accuracy of the document or any information provided in connection with it. DoL will not be liable in contract or tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to Respondents or any other person in relation to this RFP.

3. Definitions

- 3.1 In this RFP, unless a contrary intention is apparent:

“*DoL*” means the Department of Labour (or its nominated representative) a government department located in New Zealand.

“*NOHSAC*” means the National Occupational Health and Safety Advisory Committee, an independent committee reporting directly to the Associate Minister of Labour.

“*Request for Proposal*” or “*RFP*” means this document and all its parts inviting Respondents to submit a Response to meet NOHSAC and DoL’s research service requirements.

“*Research Services*” or “*Services*” means those products and Services outlined in Section 2: Service Specification of this RFP that are to be provided by the successful Respondent;

“Respondent” means a person, partnership or any other body (whether corporate or otherwise) who submits a Response as per the requirements of this RFP;

“Response” means a Respondent’s written response to this RFP;

“Specification” means the specifications contained in Section 2: Service Specification.

4. Role and Responsibilities of NOHSAC

- 4.1 The National Occupational Health and Safety Advisory Committee (NOHSAC) is responsible for providing independent advice directly to the Minister of Labour on major occupational health and safety issues in New Zealand.
- 4.2 NOHSAC plays a key role in providing an independent assessment of the measures that would deliver the greatest benefit for the prevention of occupational injury and disease, and in developing an evidence-based approach to occupational health and safety issues.
- 4.3 NOHSAC was established in July 2003.
- 4.4 NOHSAC will serve as the main governing board for this research project ensuring that the project design and content are compatible with NOHSAC’s requirements.

5. Role and Responsibilities of DoL

- 5.1 DoL provides a Secretariat function for NOHSAC, including the management of research projects, related contracts and budgets.
- 5.2 As part of this role, DoL anticipates having substantial involvement with the successful Respondent during the conduct of the project activities, through technical assistance, advice and coordination.

SECTION 2. SERVICE SPECIFICATION

1. Introduction

- 1.1 This section describes the research requirements to be provided to NOHSAC. They are described so that the Respondent can ascertain the scope of the requested Services. The Respondent should detail how they will provide the Services outlined in this Specification.

2. Service Objectives

- 2.1 The main objective of the Services is to develop a comprehensive Technical Report on the definition of work related harm and the implications for diagnosis, rehabilitation and compensation. The report must also compare and contrast how work related harm¹ is currently defined in New Zealand² and other countries and the subsequent implications for diagnosis, rehabilitation and compensation of work related harm
- 2.2 The Technical Report (hereafter referred to as the Report) must specifically address the following areas:
- Review concepts of work relatedness of disease and injury and compare and contrast this with the definitions used by regulatory and compensation agencies responsible for occupational health and safety internationally.
 - Review the criteria used in the same countries to diagnose and differentiate between:
 - acute injury
 - acute health effects
 - chronic injury
 - chronic health effects
 - Review the classification systems that are used to operationalize the concepts of work relatedness in the same countries.

The report should also provide recommendations for harmonising the varying definitions of harm currently used in New Zealand with a view to providing more effective and efficient diagnosis, rehabilitation and compensation for work related harm.

- 2.3 The report must also show how harm is defined impacts on:
- Policy development related to occupational health and safety
 - The relationship between the diagnosis of work related harm and its impacts on compensation and subsequent prevention programmes
 - Differing burdens of proof between various acts and regulations
 - Occupational disease and the relationship with public health

¹ Harm for which there is a legal remedy

² In New Zealand work related Harm may be broadly categorised in three main ways

- Physical Harm as defined in the HSE Act and the IPRC Act
- Mental Harm as defined in the HSE Act and the IPRC Act when caused by physical harm
- Emotional Harm as defined by the Sentencing Act (reparations) and Employment Law.

3. Technical Report

- 3.1 The Technical Report must comprise chapter headings along the lines of those described in section 5.
- 3.2 The primary audience for the Technical Report will be NOHSAC. Other audiences may include the Minister of Labour, policy analysts, researchers, and health and safety professionals.
- 3.3 The report must highlight knowledge gaps as well as what is known.
- 3.4 A high quality of written presentation and report layout is required.
- 3.5 The Technical Report must be fully referenced using accepted referencing techniques.

4. Methods

- 4.1 The primary methods will be a review of relevant literature, and consultation with relevant researchers', agencies and organisations.
- 4.2 The successful Respondent should consider existing reports and reviews regarding the definition of work related harm internationally and in New Zealand.
- 4.3 It is expected that the successful Respondent will use or refer to the following specific reports:
 - The Burden of Occupational Disease and Injury in New Zealand: Technical Report.
 - Surveillance of Occupational Disease and Injury in New Zealand: Report to the Minister of Labour
 - National Profile of Occupational Health and Safety in New Zealand: Report to the Minister of Labour.
 - The Evolving Work Environment: Implications for Occupational Health and Safety in New Zealand (Currently in draft form)

5. Technical Report

- 5.1 The content and structure of the Technical Report must reflect the Service objectives above.
- 5.2 The following structure is a guide only. The successful Respondent may adopt a different structure in consultation with NOHSAC.

Executive Summary

The Technical Report will contain an executive summary for the report as a whole, along with a summary for each chapter.

Introduction

This section will describe the intended audience, scope, definitions, review objectives and the methods used. It will provide a positive context for the report describing the definition of work related harm.

Concepts of work related harm

This section should contain information on

- Concepts of the work relatedness of disease and injury
- Definitions of work relatedness used by compensation and regulatory agencies

Criteria for diagnosis

This section should contain information on the criteria to diagnose and differentiate between

- acute injury
- acute health effects
- chronic injury
- chronic health effects

Classification Systems

This section should contain information on the classification systems used to operationalize the concepts of work relatedness

Implications for diagnosis, rehabilitation and compensation

This section should provide information on the impacts of how harm is defined in relation to:

- Policy development related to occupational health and safety
- The diagnosis of work related harm and its impacts on compensation and subsequent prevention programmes
- Differing burdens of proof between various acts and regulations
- Occupational disease and the relationship with public health
- Surveillance of occupational disease and injury

Recommendations

This section should provide recommendations for harmonising the varying definitions of harm currently used in New Zealand with a view to providing more effective and efficient diagnosis, rehabilitation and compensation for work related harm.

Conclusions

6. Establishment meeting

An establishment meeting will be held with the successful Respondent, Project Manager and members of the Committee to finalise the methodology and the project plan at the beginning of the project.

7. Interim Reporting

- 7.1 The successful Respondent must provide a progress report to NOHSAC at the end of each month. The content of progress reports will be confirmed at the establishment meeting.
- 7.2 Within the first three weeks of the contract commencing the successful Respondent must provide NOHSAC with a proposed overall structure for the report (e.g. an annotated contents page) for approval by NOHSAC.

8. Timeframe

- 8.1 Draft Technical report ready for consideration by NOHSAC members by Monday, 29 September 2008.
- 8.2 Final Technical report is required by Monday, 10 November 2008.

9. Available Budget

- 9.1 Available budget for the Services (i.e. the Technical Report) is up to \$NZ 80,000 (excl GST).
- 9.2 NOHSAC will assume the cost of consultation, printing, and launch of the Technical report.

SECTION 3. RESPONDING TO THIS RFP

1. Introduction

- 1.1 This section is a step-by-step guide to completing and submitting a Response to NOHSAC.

2. Response

- 2.1 The Response must set out how the Respondent will meet the requirements of Section 2: Service Specifications and must consist of the following sections:

Cover Information

Provide cover information about the project, such as the short title of the project, the name and address of the research provider, institution (if any) and team members (if any). The research provider should sign this section.

Abstract /Summary

Provide a concise description of the proposed research in lay terms.

Communication Plan

It is anticipated that a significant amount of communication with the project manager and the committee will occur during this project. A communication plan therefore must be submitted which also includes a project timeline with deliverables.

Method /Approach

Describe research objectives. Provide specific details of the quality assurance procedures that will be used to guarantee the quality of work. Describe approach to interaction with government agencies and other organisations. Identify any materials or services to be provided by the DoL and their effect on the specified completion date.

Ethical Issues

Identify the ethical issues (if any) that may arise in relation to this research project. Describe the ways the research procedures will address these issues.

Cultural Issues and Obligations under the Treaty of Waitangi

Identify the cultural issues that arise in relation to this research project and describe the ways these are addressed.

Research output / deliverables

Describe the research products that you will deliver.

Timeframe

Detail the project timeline specifying the project milestones and their respective completion dates.

Budget

Detail an itemised budget excluding GST.

Conflicts of interest

Identify any actual and potential conflicts of interest for your team members and/or organisation in undertaking this contract.

Research team members' roles, knowledge and experience

Outline your knowledge and experience in relation to the Services. If any team members are involved, outline the roles it is proposed each team member will have in this research project. All personnel involved in providing the Services must have the skills, experience and training necessary to provide the Services.

CV(s)

Provide CVs for key personnel working on the research project (max. 2 pages each person).

Referees

Provide the names and contact details of two referees for whom your team has undertaken contract research in the recent past.

3. Submission of RFP Responses

- 3.1 The RFP shall close at 4.00 pm on Friday 7 March 2008 (“the RFP Closing Date”).
- 3.2 Responses must be clear, legible and provide all information requested in this RFP.
- 3.3 Responses must be emailed to Mark Wagstaffe at Mark.wagstaffe@nohsac.govt.nz
- 3.4 Faxed or hard copy Responses will not be accepted.
- 3.5 Any Response received by DoL that does not conform with all or any of the requirements of this section may be rejected or accepted at DoL’s discretion.
- 3.6 Any requests for information relating to this RFP must be directed by email to Mark Wagstaffe at Mark.wagstaffe@nohsac.govt.nz. Responses to requests for information of general interest may, at the DoL’s discretion, be circulated on GETS. The last day for requesting information is Friday 29th February 2008

4. Form, Content and Preparation of RFP Response

- 4.1 Each Respondent must provide the name, telephone number, e-mail and contact address of one individual who shall provide one point of contact in order to answer questions which may arise during the evaluation of their Response, or who can provide additional information if requested by DoL.
- 4.2 The submitted pricing shall allow for all of the Respondent’s obligations in providing the Services in accordance with this RFP.

- 4.3 Responses are to be signed for or on behalf of the Respondent by a duly authorised officer of the Respondent.
- 4.4 All pricing provided in any response must be valid for a minimum period of six months from the RFP Closing Date.
- 4.5 Responses once submitted cannot be modified except with the written consent of DoL. DoL is entitled to rely on any information provided by or on behalf of any Respondent in respect of this RFP, including statements made in subsequent correspondence or negotiations.
- 4.6 The cost of preparing and submitting a Response shall be borne by the Respondent.
- 4.7 All Responses will become the property of DoL and will not be returned to Respondents.

5. Evaluation Criteria

- 5.1 The conduct of the evaluation (including the weightings of the evaluation criteria) shall be entirely at NOHSAC's sole discretion.
- 5.2 Respondents will be evaluated against the following criteria, applied and assessed by NOHSAC in its sole discretion:
- Research provider (or any member of his or her team) has knowledge and experience relevant to the research topic and the research methods;
 - Research provider has proven experience in undertaking and successfully completing similar research projects;
 - Research provider has sufficient organisational support and resources to see the research through to completion;
 - Research proposal addresses the research scope and will meet NOHSAC's objectives for the research;
 - Research includes processes for quality assurance;
 - Research approach meet ethical standards;
 - Specific cultural and technical requirements of the research are covered in the proposal and team;
 - Obligations under the Treaty of Waitangi are discussed in the proposal and addressed in the approach;
 - Research team is able to work positively and constructively with NOHSAC, DoL, and other stakeholders in carrying out the research;
 - Proposal meets output, budget, and timeframe requirements;
 - NOHSAC's and DoL's confidence in the Respondent's ability to establish and maintain a mutually acceptable business relationship
 - Capacity to carry out all of the Services detailed in this RFP;
 - Compliance with terms and conditions of this RFP;
 - Any other criteria chosen by NOHSAC or DoL.

6. Acceptance of Tender

- 6.1 The lowest price Response or any Response will not necessarily be accepted.
- 6.2 DoL may accept Responses from any number of Respondents.
- 6.3 Each Respondent shall be notified in writing of acceptance or rejection of its Response. Upon request, the DoL will provide brief reasons for the rejection of a Response. No Response shall be deemed acceptable unless and until the Respondent has been notified by DoL in writing.
- 6.4 If in the opinion of NOHSAC, none of the Responses submitted are acceptable, DoL reserves the right to enter into negotiations with one or more Respondents for a satisfactory offer.

7. Confidentiality

- 7.1 It is a condition of this RFP that information provided in the RFP documents is for the sole purpose of allowing the Respondent to prepare and submit a Response to the RFP. Receipt of this RFP by actual or potential Respondents indicates acceptance of the obligations relating to confidentiality set out in this RFP.
- 7.2 This RFP shall not be used in any other context nor shall it be disclosed to any party not directly involved in the formulation of a Response. Where other parties are involved, they shall be deemed to be subject to the same requirements of confidentiality.
- 7.3 Respondents are advised that DoL is subject to the Official Information Act 1982. Respondents should mark their proposals “Commercial: In Confidence” if they wish to protect specific information. DoL cannot, however, guarantee that information marked as such can be protected if DoL receives a request for information under that Act.
- 7.4 Through the RFP process, DoL may collect and hold information about Respondents for the purpose of selecting Respondents to provide Services or similar Services. DoL may also use that information for business planning or statistical purposes.
- 7.5 In accordance with New Zealand Government policy, DoL may be required to disclose details of any contract(s) awarded as a result of this RFP on GETS, including a price band within which the actual or estimated value of the contract falls.

8. Subject to Contract

- 8.1 The acceptance by DoL of any Response, either with or without negotiation, or the undertaking of negotiation with an unsuccessful Respondent pursuant to paragraph 6.4 of these conditions, shall not create binding legal relations between DoL and the party whose Response has been accepted or which is being negotiated with DoL.
- 8.2 No contract, either express or implied, is created unless and until a formal written contract covering the relevant Services is executed by both DoL and the successful Respondent.

9. Agreement

- 9.1 DoL requires its standard consultancy agreement to form the basis for any contractual agreement resulting from this RFP. A copy of this standard agreement is available on request from our contact person. At the DoL's discretion, the successful Respondent's Response may form part of any final contract.

10. No Liability

- 10.1 DoL shall have no liability for any information it provides, or for any costs incurred by Respondents in relation to their Responses, or for any cost or loss to any Respondent if they are unsuccessful, or if this RFP is cancelled, suspended or changed.

11. Timetable

- 11.1 An indicative timetable for this RFP is as follows::

RFP released/published on GETS	Tuesday 22nd January 2008
Response Closing Date	4.00 p.m. 7 th March 2008
Last day for requests for information	4.00 p.m., 29th February 2008
Evaluation Period	10 -14 March 2008
Contract signed with successful Respondent	28th March 2008
Unsuccessful Respondents advised of decision	2 April 2008
GETS post-award notification	3 April 2008
Establishment meeting	4 April 2008
Draft Technical Report	29 September 2008
Final Technical Report	10 November 2008

- 11.2 DoL reserves the right to alter this timetable, and Respondents will be advised of any changes to these dates.

12. Other terms and conditions of this RFP

In submitting a Response, Respondents are deemed to have read, understood, and agreed with all aspects of this RFP, including its terms and conditions.

Respondents are responsible for ensuring that they understand this RFP, for obtaining all information they need, and for verifying the correctness of any information on which reliance is to be placed, in preparing a Response and in any subsequent negotiations. In submitting a Response, Respondents are deemed to be fully informed.

This RFP will be governed by and construed with reference to the law for the time being in force in New Zealand. Respondents and DoL agree to submit to the exclusive jurisdiction of the New Zealand courts in any dispute or difference of any kind that may arise concerning this RFP or any resulting contract.

To the extent allowed by law, DoL reserves the unrestricted rights to at any time and without liability for any costs incurred:

- (a) change any date in this RFP process
- (b) apply, or change, any policy or criteria relating to participation in this RFP process or the evaluation of Responses
- (c) exclude any potential research provider from this RFP process (whether on the grounds of capability, price, security or operational requirements or otherwise)
- (d) suspend or cancel this RFP process by notice
- (e) change any rule of this RFP process by notice
- (f) reject or not consider any non-compliant Responses
- (g) liaise or negotiate with any potential research provider or other person at any time without disclosing this to, or involving or doing the same with, any other provider or person (whether before, during, or after this RFP process)
- (h) select part or all of a particular Response unless the research provider has specifically identified that the Services must be taken collectively
- (i) have any of DoL's or NOHSAC's representatives at any reasonable time inspect any property, request any samples, or interview any personnel, of any potential research provider or other person as part of its evaluation process
- (j) not accept the lowest or any Response, or let any contract
- (k) seek further information on the financial status, past performance, and customer relations from sources other than that supplied in responses, at DoL's discretion;
- (l) create any type and number of contracts for NOHSAC's requirements;
- (m) re-advertise this RFP;
- (n) waive any irregularities or informalities in the RFP process; and
- (o) seek clarification of any Response, and with the Respondent's consent, amend that Response as a result of that clarification.