



Construction Waste Removal

Vancouver Island Health Authority (Island Health) RFP Number: 972

Issue date: December 1, 2017

Island Health Contact Person

All enquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at Island Health's option.

Michael Zary, Contract Specialist
Contract Policy & Standards
Island Health
Phone: 250-519-7700 x13512
Michael.Zary@viha.ca

Closing Time and Location

Proposals should be clearly marked with the name and address of the Proponent, this RFP number, and the project or program title.

The Proposal must be received no later than **2 PM Pacific Time on: January 17, 2018** (the "Submission Deadline")

One (1) complete hard copy of the Proposal as well as one electronic version on a CD/USB should be mailed, couriered or hand delivered to the following address:

Zelda Johnson
Contract Policy & Standards
Island Health
Receiving Area: Nanaimo Regional General Hospital
1200 Dufferin Crescent
Nanaimo, BC V9S 2B7
Phone: 250-519-7700 x13512

OR

One electronic version should be submitted through BCBid.

Proponent Section: A person authorized to sign on behalf of the Proponent, and to bind the Proponent to statements made in response to this RFP, must complete and return this Proponent Section with the submitted Proposal, leaving the rest otherwise unaltered.

The undersigned agrees that enclosed Proposal is submitted in response to the above-referenced RFP, including any addenda. Through submission of this Proposal we agree to all of the terms and conditions of this RFP and agree that any inconsistent provisions in our Proposal will be as if not written and do not exist. We have carefully read and examined this RFP, and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in our Proposal.

<i>Signature:</i>	<i>Legal Name of Proponent and 'Doing Business As' Name (if applicable):</i>
<i>Printed Name:</i>	<i>Address:</i>
	<i>Worksafe BC Number:</i>
<i>Title:</i>	<i>Phone:</i>
<i>Date:</i>	<i>Email:</i>

Table of Contents

A. REQUIREMENTS AND RESPONSE	2
B. DEFINITIONS AND GENERAL TERMS AND CONDITIONS	7
APPENDIX A: RECEIPT CONFIRMATION FORM	11
APPENDIX B: CONTRACT FORM	12
APPENDIX C: CONFLICT OF INTEREST DECLARATION	13

A. REQUIREMENTS AND RESPONSE

1. ISLAND HEALTH SITUATION/OVERVIEW

Island Health is one of six health authorities in British Columbia, Canada. Through a network of hospitals, clinics, centres, health units, and residential facilities, Island Health provides health care to more than 767,000 people on Vancouver Island, on the islands of the Georgia Strait, and in mainland communities north of Powell River, and South of Rivers Inlet. Our health care services include hospital, community and home care. Island Health also provides environmental and public health services, including education and prevention.

Facts & Figures:

Description	Figures
Annual Operating Budget	\$1.8 Billion
Client Population	765,849
Employees	18,000
Staff Unions	14
Physicians	1,700
Facilities	150 +
Acute Care & Rehabilitation Beds	1565
Residential Care Beds & Assisted Living Units	6,370
Mental Health & Substance Use Beds	1,075

Island Health is governed by a board of directors, appointed by the provincial government. An executive team leads the delivery of health service within the Island Health region.

Island Health is publicly funded, and accountable to the provincial government and the public for resources used in delivering health care and services.

2. SUMMARY OF REQUIREMENTS

VIHA Facilities Maintenance and Operations anticipates numerous projects and operational work in need of waste disposal over the next number of years as part of the normal maintenance and repairs of its owned facilities and leased sites.

The intent of this RFP is to identify those Waste Disposal Contractors capable of meeting VIHA requirements in a technically feasible, economical, and consistently timely manner, and with whom a contract can be negotiated.

Specifically VIHA is looking for contractors that will drop off and pickup waste disposal bins, on an as needed basis, in a timely manner upon being requested.

VIHA's best estimate at this time of the total potential projects over the next 3 years is expected to be approximately between \$10,000 and \$250,000 per year depending on each region.

It is understood that this **is an estimate only** and is subject to:

- Funding availability, and
- Possible changes in corporate priorities therefore VIHA cannot guarantee this volume of work.

In submitting a response to this RFP, the Preferred Vendors(s), all subcontractors and all suppliers recognize the sensitive nature of the required work in reference to the work being expedited within an operating healthcare facility.

3. PROJECT SCOPE AND REQUIREMENTS

Specific Requirements Waste Disposal

The general nature of the Work to be carried out under the Contract consists of but is not necessarily limited to the following:

- All bins to be lidded, lockable and in good working order.
- The contractor is responsible for the care and maintenance of all containers and bins under this contract. Any container or bin that becomes unfit for refuse storage, shall be replaced at no extra cost to VIHA. VIHA shall notify the contractor of the need for replacement of any unsatisfactory container or bin.
- The Contractor will hold the pricing offered firm for the duration of the Term.
- It will be the responsibility of the contractor to pay all costs incurred from a clean-up associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by an accident or negligence.
- The contractor will pick up the bin in a timely manner upon be called.
- Measure VIHA's waste destined for disposal, maintain accurate records of each pick-up's weights and volumes, and provide cost breakout for transportation and disposal fees (any container/bin rental fees) with each bill.

- Comply with all applicable laws and VIHA's policies governing the storage, transportation and disposal of waste.
- Report in writing, the weight (tonnage) and volume, costs and disposal site(s) of all VIHA waste, implement and monitor outcomes and savings, and report metrics in writing to VIHA upon request.
- The contractor will be required to maintain third party receipts for the duration of the contract, showing the weights of materials disposed and tip fees. VIHA maintains the right to review all such documentation within one working day of its request at any time during the contract.
- The contractor will be required to disclose the specific location and nature of all disposal locations/landfills which will be utilized to accommodate waste streams from VIHA's properties.
- Fleet size can accommodate VIHA's requirements

4. EVALUATION

4.1 MANDATORY CRITERIA

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Criteria
a) The Proposal must be received at the closing location by the closing date and time specified on page 1.
b) The Proposal must be in English.
c) An unaltered, completed RFP cover page (page 1) including proponent section must be submitted with the Proposal.

4.2 DESIRABLE CRITERIA

Proposals meeting all of the mandatory criteria will be further assessed against desirable criteria.

Criterion	Weight
<u>Solution</u> Extent to which solution meets Island Health needs	40%
<u>Qualifications</u>	20%

Qualifications, experience and expertise to provide services	
<u>Price</u>	40%

5. PROPOSAL FORMAT

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each Proposal receives full consideration. All pages should be consecutively numbered.

A. An unaltered, completed and signed RFP cover page including Proponent Section.

B. The following must be addressed in the body of the “Proponent Response”:

5.1 SOLUTION

- i. How many bins does your organization have available?
- ii. Describe the details of the various types of bins
- iii. What do you do in the event of an environmental hazard caused by your organization?
- iv. Outline your safety programs. Include Worksafe metrics in regard to your organizations injury history.
- v. What types of reports does your organization provide to customers? Provide three examples.
- vi. Describe your sorting process and how you dispose of construction materials.
- vii. Describe the environmental programs your organization utilizes
- viii. Describe all locations that your materials are processed.
- ix. Outline all locations on Vancouver Island where your services are available.

5.2 QUALIFICATIONS

- i. Provide a profile of your organization and your qualifications and experience for providing this service
- ii. Provide detail on your organizations technical capacity and capability
- iii. Proponent References (with e-mail addresses) - a minimum of 2 and maximum of 4

5.3 PRICING QUOTE

1. WASTE DISPOSAL SPECIFICATION COSTS

Please provide a cost, for the following:

	WASTE DISPOSAL SPECIFICATION	1 ST YEAR	2 ND YEAR	3 RD YEAR
1.	Daily Mixed bin charges:			
	- Mini Bin	\$	\$	\$
	- 20 Yard Bin	\$	\$	\$
	- 30 Yard Bin	\$	\$	\$
	- 40 Yard Bin	\$	\$	\$
2.	Weekly Mixed bin charges:			
	- Mini Bin	\$	\$	\$
	- 20 Yard Bin	\$	\$	\$
	- 30 Yard Bin	\$	\$	\$
	- 40 Yard Bin	\$	\$	\$
3.	Monthly Mixed bin charges:			
	- Mini Bin	\$	\$	\$
	- 20 Yard Bin	\$	\$	\$
	- 30 Yard Bin	\$	\$	\$
	- 40 Yard Bin	\$	\$	\$
4.	Yearly Mixed bin charges:			
	- Mini Bin	\$	\$	\$
	- 20 Yard Bin	\$	\$	\$
	- 30 Yard Bin	\$	\$	\$
	- 40 Yard Bin	\$	\$	\$
5.	Cost Per Tonne:			
	- Sorted	\$	\$	\$
	- Non-Sorted	\$	\$	\$

2. Provide the pick up and removal fee.
3. Are the fees static island-wide? If not, please specify how they may change dependent on location.
4. Outline any other costs that may be incurred.

B. DEFINITIONS AND GENERAL TERMS AND CONDITIONS

1. **Definitions:** Throughout this RFP, the following definitions apply:

a) “Contact Person” means the Island Health contact person for any communication in respect of this RFP, as identified on page 1 of this RFP or in any addenda to this RFP issued by Island Health;

b) “Contract” means the written agreement resulting from this RFP, the initial form of which is attached to this RFP, executed by Island Health and any selected Proponent(s);

c) “Island Health” means Vancouver Island Health Authority;

d) “must” or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;

e) “Proponent” means an entity that submits a Proposal;

f) “Proposal” means all of the documentation submitted by a Proponent in response to this RFP, which has been accepted by Island Health;

g) “RFP” means this Request for Proposal issued by Island Health for the goods and/or services specified in this document, and any addenda to this document issued by Island Health;

h) “should” or “desirable” indicates a requirement that Island Health would like the Proponent to address in its Proposal;

i) “Subcontractor” means a person or entity engaged by the Proponent to provide any aspect of the services or goods proposed to be provided by a Proponent under the Contract;

j) “Submission Deadline” means the time on the date set out on page 1 of this RFP by which a prospective Proponent must submit the Proposal, as may be amended; and

k) words (including defined terms) using or importing the singular number include the plural and vice versa and words importing persons in this Agreement shall include individuals, partnerships, corporations and any other entities, legal or otherwise.

2. **Invitation:** This RFP is an invitation for a prospective Proponent to submit a Proposal. Island Health is not bound to enter into a Contract with any Proponent and Island Health may at its sole discretion, cancel its decision to enter into a Contract with a selected Proponent at any time until such time that a Contract is entered into by Island Health and the Proponent.

3. **Acceptance of RFP:** Submission of a Proposal indicates acceptance by Proponent of all the terms of this RFP, including the terms of any addenda to this RFP issued by Island Health.

4. **Eligibility:** Proposals will not be evaluated if the current or past corporate or other interests of the Proponent or any Subcontractor may, in Island Health’s opinion, give rise to a conflict of interest in connection with the goods or services described in this RFP - this includes, but is not limited to, involvement by a Proponent or a Subcontractor in the preparation of this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact Person. In addition, the Proponent must complete the Conflict of Interest Declaration, in the form attached, as part of the Proposal if the Proponent believes they might be in a conflict of interest.

5. **Receipt Confirmation Form:** Proponents are advised to fill out and return the attached Receipt Confirmation Form. All subsequent information regarding this RFP, including any addenda to this RFP, will be directed to those Proponents who return the form and will be distributed by the method authorized on the form.

6. Submission of Proposals.

a) Submission Deadline: Proposals must be submitted by the Submission Deadline to the Contact Person. Late Proposals will not be accepted and will be returned to the Proponent at the proponent’s expense.

b) Amendment or Withdrawal of Proposal: By submission of a clear and detailed written notice to the Contact Person, the Proponent may amend or withdraw its Proposal prior to submission deadline. Any amendment or notice must be submitted in the same manner as prescribed in this RFP for the submission of

Proposals. At the submission deadline, all

Proposals submitted become irrevocable and cannot be amended by the Proponent.

c) Proposal Clarification: Island Health reserves the right to seek clarification or supplementary information from a Proponent after the Submission Deadline. Any response received by Island Health from the Proponent shall, if accepted by Island Health, form an integral part of that Proponent's Proposal.

d) RFP Incorporated into Proposal: By submission of a Proposal, all of the provisions of this RFP (including for clarity, the Contract), are deemed to be accepted by the Proponent and are incorporated by reference into this RFP.

e) Ownership of Proposals: All Proposals and any accompanying documentation submitted to Island Health become the property of Island Health and Island Health is not required to return the Proposal or such documentation to the Proponent.

7. Evaluation.

a) Evaluation Committee: Evaluation of all Proposals will be by a committee designated by Island Health and may include employees and contractors of Island Health or other third parties in Island Health's sole discretion.

b) Evaluation Criteria: Evaluation of Proposals will be conducted by Island Health in accordance with the evaluation criteria set out in Article 4 of this RFP. Island Health's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

c) Presentation: As part of its evaluation process, Island Health may at its discretion invite some or all Proponents to provide either an onsite or an online presentation, at the Proponent's cost.

d) Debriefing: At the conclusion of this RFP process, all Proponents will be notified in writing of Island's Health's decision. Unselected Proponents may request in writing a debriefing meeting with Island Health of Island Health's evaluation of that Proponent's Proposal.

8. Contract.

a) Selection of Proponent: Island Health anticipates that one or more Proponent(s) will be selected by Island Health. Selected Proponents

shall enter into discussions with Island Health with a view to concluding the Contract.

b) Negotiating/Completing the Contract: The Contract in the form attached to this RFP shall serve as a starting point in respect of discussions between Island Health and the selected Proponent. If a Proponent does not agree with any term of the Contract, such Proponent must detail any comments on the form of the Contract in the Proposal. Failure to provide comments on the attached form of the Contract will be deemed by Island Health as acceptance of the form of Contract by the Proponent.

c) Failure to Complete a Contract: If a selected Proponent and Island Health are unable to conclude a contract during the time frame deemed reasonable by Island Health (no later than [30] days after Island Health notifies a Proponent that the Proponent has been selected, or other time period as specified by Island Health), Island Health shall have the rights to: (i) extend the period for discussions and negotiations of the Contract; (ii) terminate all discussions and negotiations with the selected Proponent and cancel its identification of such Proponent as the selected Proponent; and (iii) select another Proponent to discuss and negotiate for the purposes of entering into the Contract.

9. Proponents' Expenses: Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent due diligence and negotiations with Island Health, if any. Island Health shall not be liable for any expenses, costs, losses, or damages incurred or suffered by a Proponent or any third party resolution from Island Health exercising any of its rights under this RFP. Except as otherwise expressly set out in Section 10, Island Health shall not be liable to pay any costs or expenses of any Proponent whatsoever.

10. No Claim by Proponent or Third Parties.

a) Limitation of Liability: It is a fundamental condition of this RFP and the receipt and consideration of Proposals by Island Health that Island Health, its affiliates, and their respective directors, officers, employees, consultants, service providers, contractors and agents (collectively, the "Island Health Group") will not and shall not under any circumstance, including pursuant to contract, tort, equity, actual or implied or alleged duty of fairness, duty to warn, duty to negotiate in good faith or

duty of full disclosure, or otherwise, be responsible or liable for any costs, expenses, losses,

liabilities, fines or penalties, including loss of opportunity of anticipated revenue or profit, (individually or collectively, the “**Claims**”) incurred or suffered by a Proponent or a third party as a result of or relating to this RFP, except pursuant to the Contract and therein in accordance with the terms of the Contract, in which case the Contract shall prevail. By submitting a Proposal, each Proponent shall conclusively be deemed to waive and release each member of the Island Health Group from and against any and all existing or future Claims (subject only to the exception noted above).

b) **Aggregate Liability:** If notwithstanding the foregoing, any member of Island Health Group should be held liable to a Proponent or a third party for any reason whatsoever (except pursuant to the Contract), then the aggregate liability of the members of the Island Health Group to the Proponent or any third party shall be in an amount which is the lesser of: (i) an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal; and (ii) [\$5,000]. The Proponent, by submitting a Proposal, waives any claim for loss of profits or any other claim for damages, costs or expenses whatsoever, if no Contract is made with the Proponent.

c) **Exclusions:** Without limiting this Section 10, Island Health shall have no liability, in any circumstance: (i) to reimburse any Proponent or any third party for any costs or any efforts expended in responding to this RFP; (ii) for any third party claims made against the Proponent or any third party relating to this RFP; or (iii) for any special, indirect, consequential or punitive damages under any Claims arising from this RFP or for loss of opportunity or loss of anticipated revenue or profits in connection with any contract.

b) **Liability for Errors:** While Island Health has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by Island Health, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

11. Communication.

a) **Prohibited Communication:** Any attempt on the part of a Proponent, a prospective Proponent or any of its employees, agents, contractors or representatives to contact any person other than the Island Health Contact with respect to this RFP will be grounds for disqualification. A Proponent or prospective Proponent may be disqualified from this RFP process, or precluded from participating in any future competitive process issued by Island Health, where Island Health, in its sole discretion, determines that the Proponent or prospective Proponent has contacted or attempted to contact a person other than the Island Health Contact, or a designate, with respect to any aspect of this RFP.

b) **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 the execution of the Agreement, without first obtaining the written permission of the Contact Person. Failure by a Proponent to comply with this requirement may lead to the Proponent’s Proposal being disqualified.

12. Sub-Contracting:

a) A Proponent may submit a Proposal with a Subcontractor. Only one (1) Proponent may be named on each Proposal. If a Subcontractor is proposed, the Proponent must as a condition of entering into the Contract enter into a subcontract agreement with each Subcontractor.

13. General Rights/Privilege Clause: In addition to any other express rights or any other rights which may be implied in the circumstances, Island Health reserves the right to:

a) make public the names of any or all Proponents;

b) waive formalities and accept Proposals which substantially comply with the requirements of this RFP;

c) verify with any Proponent or with any third party any information set out in a Proposal, and Island Health may reject any Proponent statement, claim or representation if such statement, claim or representation is patently unwarranted or is questionable. Island Health shall have no duty or obligation to verify or investigate any information it may receive, regardless of the source or nature of the information;

d) request written clarification as the submission of supplementary written information from any such clarification request shall not be an opportunity for the Proponent to change or enhance the Proponent's Proposal in a material manner;

e) disqualify any Proponent: (i) whose Proposal contains misrepresentations or any other inaccurate or misleading information; or (ii) if the Proponent has previously breached an agreement with Island Health, the Proponent has been charged or convicted of an offence in respect of an Agreement with Island Health, the Proponent has in the past commenced litigation against Island Health, or the Proponent reveals a conflict of interest in its Proposal, or fails to reveal a conflict of interest or support in the manner herein provided for, or a conflict of interest is brought to the attention of the Island Health Contact;

f) Island Health may (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP; (ii) accept or reject a Proposal if only one Proposal is submitted; (iii) select any Proponent other than the Proponent whose Proposal reflects the lowest cost to Island Health; (iv) cancel this RFP process at any stage without award; (v) cancel this RFP process where Island Health determines that it would be in Island Health's best interest not to award the Contract; (vi) disqualify any Proponent where the Proponent fails to obtain any of the permits, licences, or authorizations required to provide the Services; (vii) discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal; (viii) discuss and negotiate, based on the different Island Health requirements and the various Proponent Proposals received, with multiple Proponents and execute a Contract with more than one Proponent; and (ix) reject the Proposal where a Proponent has launched legal proceedings against Island Health or is otherwise engaged in a dispute with Island Health.

14. FOIPPA: The Proposal and documents provided may be released in accordance with the *Freedom of Information and Protection of Privacy Act* (British Columbia), as maybe amended. A Proponent should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by Island Health.

15. Priority: In the event of any inconsistency between the terms of this Part B and the terms of any other provision of this RFP or any addenda, the terms of this Part B shall prevail.

16. No Waiver: No indulgence or forbearance by Island Health to exercise any of its rights under this RFP in any particular circumstance shall be deemed to constitute a general waiver of Island Health's right to exercise its rights at any other time.

17. Governing Law: This RFP process shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Proponents attorn to the exclusive jurisdiction of the courts in the Province of British Columbia in respect of resolving any dispute under this RFP. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this RFP. The venue for any claim arising under this RFP will be the courts located in Victoria, British Columbia.

Appendix A

RECEIPT CONFIRMATION FORM

RFP #:972
Island Health

To receive further information about this RFP please return this form by **email only** by
January 6, 2018 to Jim.Dempsey@viha.ca

Company _____

**Contact
person:**

Title:

e-mail:

Further correspondence about this RFP may be sent by email.

Appendix B

CONTRACT FORM

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with Island Health in accordance with the terms of Island Health's Service Contract, a copy of which is attached, subject to any amendments as mutually agreed to between Island Health and the Proponent.

Appendix C

CONFLICT OF INTEREST DECLARATION

Capitalized terms used in this Conflict of Interest Declaration (“**Conflict Declaration**”) shall have the meaning ascribed thereto in the Request for Proposal of which this declaration forms a part.

Island Health requires that each Proponent if they believe they or their Subcontractor(s) are in a conflict of interest to complete this Conflict Declaration as part of its Proposal in accordance with the RFP.

- 2. Instructions:** The purpose of this conflict of interest declaration is to advise Island Health of any Conflict of Interest it may have in respect of the provision of goods/services to Island Health. Upon the disclosure of a Conflict of Interest, Island Health will make a decision as to whether it should disqualify a Proponent. Accordingly, full disclosure as to any Conflict of Interest by each Proponent is required. The accurate disclosure of a Conflict of Interest will result in an analysis by Island Health, where the failure to disclose a Conflict of Interest may result in immediate disqualification.

A “Conflict of Interest” shall be defined as any situation or circumstance where, in relation to this RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including (i) possessing or having access to information in the preparation of its Proposal that is confidential to Island Health and is not available to other Proponents; (ii) communicating with any official or representative of Island Health or members of the Evaluation Committee with a view to influencing them and obtaining preferred treatment in this RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process.

- 3. Conflict of Interest Declaration:** I, or any on behalf of _____ (Name of the Proponent) have carefully reviewed my own situation and/or that of the organization which I represent and any known Subcontractors and declare as follows:

The Proponent and/or Subcontractor(s) is involved in some situations or actions that might be regarded as a potential Conflict of Interest. Details of each of these situations and/or actions are as follows:

1. _____

2. _____

3. _____

The Proponent agrees to notify Island Health immediately if any situations or actions develop that might be regarded as a potential Conflict of Interest in respect of this RFP process.

The Proponent hereby declares of the contents of this Statement of Full Disclosure and Conflict Of Interest Declaration to be true and correct.

Dated this _____ day of _____, 20__

Company/Partnership/Name of Proponent if not a company (please print):
