



THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39
(VANCOUVER)
1580 West Broadway, Vancouver, BC, V6J 5K8

REQUEST FOR PROPOSAL

This is not a formal tendering process; it is a request for proposals which may lead to the award of a contract.

TITLE: HAZARDOUS WASTE REMOVAL AND DISPOSAL SERVICES

RFP NUMBER: RFP12-05SE

ISSUE DATE: Friday, February 3, 2012

**RFP CLOSING: 11:00 a.m. (local Vancouver time)
Friday, February 24, 2012**

SUBMISSION LOCATION: Proposals shall be placed in the 'Tenders, Quotations and Requests for Proposal' box or handed to the Board representative at the Main Reception Area, Ground Floor, at The Board of Education of School District No. 39 (Vancouver), Education Centre, 1580 West Broadway, Vancouver, BC, V6J 5K8.

CONTACT: purchasing@vsb.bc.ca

FAX NUMBER: 604-713-5042

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1.0 INTRODUCTION

Objective

- 1.1 The Board of Education of School District No. 39 (Vancouver) (the “Board”) is a large, urban and multicultural school district providing programs to 56,000 students in Kindergarten to Grade 12, over 3,000 adults in adult education programs, and over 40,000 course registrants in Continuing Education. With 109 schools and many educational programs and administrative services, the Board is also one of Vancouver’s largest employers with over 8,000 employees.

The Board is sending out a Request for Proposals to secure one fully qualified Proponent that is environmentally responsible, and is a full service Hazardous Waste Management company to supply labour, materials and equipment to collect, package, label, manifest, transport and dispose of hazardous waste from the Board schools and/or sites on an as required basis when contacted. When performing these services, proponents must meet or exceed all current laws regulations and requirements including local, municipal, provincial, federal and international requirements.

- 1.2 The Contractor will indicate the method of disposal for each waste stream, including the name and address of the disposal site. The Contractor will inform the Board of any changes to disposal locations, methods, or changes in 3rd party company names as soon as they occur.
- 1.3 The purpose of this Request for Proposals (“RFP”) is to use the criteria provided in this RFP to determine the highest ranked Proponent and enter into negotiations for a contract for the provision of Hazardous Waste Removal and Disposal Services (the “Contract”). The Contract is expected to commence upon award for an anticipated contract length of two (2) years, with the option to renew for a further two (2), one (1) year terms.

Overview of the RFP Process

- 1.4 Potential Proponents are invited to submit a Proposal to provide the Hazardous Waste Removal Services in accordance with the terms and conditions of the RFP Documents. Proposals shall be received at:

The Board of Education of School District No. 39 (Vancouver)
Education Centre
Ground Floor, Reception Area
1580 West Broadway
Vancouver, B.C. V6J 5K8

(the “Submission Location”)

by no later than:

11:00 hours, local Vancouver time, as determined by the clock on the west wall in the Reception Area on **Friday, February 24, 2012** or such other time as extended by the Board (the “RFP Closing”).

- 1.5 Any and all additional information about this Request for Proposal, including but not limited to Addenda, will only be posted on the BC Bid website, identified on the e-Advertisement page as an “Amendment”.
- 1.6 The Proposals will be reviewed and may be evaluated by an Evaluation Committee, subject to the Proposal being in accordance with the terms and conditions of the RFP Documents.
- 1.7 Based on the Proposals, any or all of the Proponents may be asked to provide clarification or supply additional information to the Board and/or may be invited to participate in or provide to the Board a site visit to include the facilities intended to support this contract.
- 1.8 After an evaluation of the Proposals, the Proponent with the highest ranking will be determined by the Board, and the Board may enter into negotiations with that Proponent to finalize the terms of the Contract.
- 1.9 If negotiations do not lead to a Contract with that Proponent and the Board, then the Board may, at its sole discretion, either commence negotiations with the next highest ranked Proponent or choose to terminate the RFP and not enter into a contract with any of the Proponents.
- 1.10 Subject to any negotiation which might take place, the terms and conditions of the Contract which may result from this RFP are as set out in the form of General Supply Agreement which is **Appendix A**.

2.0 RFP DOCUMENTS

Form of Contract

- 2.1 Subject to any negotiation which might take place, the terms and conditions of the Contract which may result from this RFP are as set out in the form of General Supply Agreement which is **Appendix A**.

Proposal Form

- 2.2 Proposals shall be submitted substantially in the form and include the content described in the Proposal Form at **Appendix B**.

Evaluation Criteria

- 2.3 The Evaluation Criteria for this RFP are found in **Appendix C**.

3.0 DEFINITIONS

In this RFP, the following terms have the following meanings:

“Board”	means The Board of Education of School District No. 39 (Vancouver);
“Contact Person”	means the Board’s Purchasing Department for the purpose of this RFP;
“Contract”	means a negotiated contract entered into between the Board and a Proponent arising out of this RFP;
“Evaluation Committee”	means the committee appointed by the Board to evaluate Proposals, as set out in section 5.3;
“Evaluation Criteria”	means the criteria used by the Evaluation Committee to evaluate Proposals, as set out in Appendix C;
“Information and Privacy Legislation”	includes the <i>Freedom of Information and Protection of Privacy Act of British Columbia</i> and all other similar legislation in effect from time to time;
“Manager of Purchasing and Administrative Services”	means the Board’s Manager of Purchasing and Administrative Services;
“Notice of Preferred Proposal”	has the meaning set out in section 6.3;
“Preferred Proposal”	has the meaning set out in section 6.1;
“Proponent”	means the person(s) or organization described on the Proposal;
“Proposal”	means all documents, including any amendments, submitted by a Proponent in response to this RFP;
“RFP Closing”	means the time specified in clause 1.4 of the RFP, or such other time as extended by the Board.
“RFP Documents”	means all documents forming this RFP, including Part 1-7 of the terms and conditions, Appendix A, B and C, any Addenda to the RFP;

“Submission Location”

means the location where all Proposals are to be submitted, at the following address:

The Board of Education of School District No. 39
(Vancouver)
Education Centre
Ground Floor, Reception Area
1580 West Broadway
Vancouver, B.C. V6J 5K8

“Vancouver School Board”

Means The Board of Education of School District No. 39 (Vancouver).

4.0 SUBMISSION INSTRUCTIONS

Submission Time and Location

- 4.1 Proposals are to be submitted in a sealed container (i.e. envelope or cardboard box) and shall be placed in the 'Tenders, Quotations and Requests for Proposal' box or handed to the Board representative at the Main Reception Area, Ground Floor at the submission location. Access to the Submission Location will be Monday to Friday from 8:30 a.m. to 4:30 p.m., excluding statutory holidays.
- 4.2 Proponents shall deliver their Proposals to the Submission Location no later than the RFP Closing, and Proposals which are received after the RFP Closing will not be considered.
- 4.3 The Board may, in its sole and absolute discretion, extend the time for the submission of Proposals for any reason, in which event the Board shall post details of the new date and time for the RFP Closing on the BC Bid website, identified on the e-Advertisement page as an "Amendment".
- 4.4 Proposals sent by fax or email will NOT be considered by the Board.
- 4.5 It is the sole responsibility of the Proponent to satisfy all delivery and timing requirements.

Submission Form and Content

- 4.6 Proposals shall be submitted substantially in the form and include the content described in the Proposal Form at **Appendix B**.
- 4.7 The Proposal must be in English and completed in non-erasable medium, such as ink or type.
- 4.8 The exterior of the sealed container which contains the Proposal should be clearly marked with the following information:
 - a. RFP Number;
 - b. Name of the Proponent; and
 - c. Total number of boxes included with the Proposal (i.e. 1 of 3, 2 of 3, 3 of 3).
- 4.9 **Four (4)** printed copies of the Proposal are to be submitted. The Board reserves the right to make additional copies of the Proposal for the purposes of evaluation.
- 4.10 A clear and detailed but concise response from Proponents is preferred in order to facilitate the evaluation process. "Yes" or "No" responses in a Proposal are generally discouraged, unless the Board has requested only a "Yes" or "No" response to the specific item.

- 4.11 If the pricing requirements provide for alternative pricing, the Proponent should provide pricing for each alternative.

Deletions and Corrections Prior to Submission

- 4.12 Any and all deletions from or corrections to a Proposal made prior to its submission must be initiated by the person or persons who signed the original Proposal.

Withdrawals and Amendments

- 4.13 A previously submitted Proposal may be withdrawn or amended only as follows:
- a) notice of the withdrawal or amendment is submitted in writing;
 - b) it is contained in a sealed envelope or package, on the exterior of which shall be indicated the Proposal Number and the name of the Proponent;
 - c) it is signed by the same person or persons who signed the original Proposal; and
 - d) it is received at the Submission Location prior to the RFP Closing.
- 4.14 Amendments to a Proposal should only refer to the relevant section or sections of the original Proposal which are being amended, and should not be a re-submission of the entire Proposal.

Procedure during Strike or Lockout

- 4.15 If due to a strike or lockout at the Board there is no access to the Submission Location, Proposals must be sent to Canada Post Corporation, Postal Station D, 2405 Pine Street, Vancouver, British Columbia on or before the date of the Request for Proposal Closing. During these situations, the Board will arrange for the pick up of mail once a day at 8:30 a.m. Monday to Friday and Proposals will be deemed to have been received at 10:59 hours, local Vancouver time, on the business day immediately preceding the date of pick-up by the Board. The Manager of Purchasing and Administrative Services can be reached by phone at (604) 713-5827 or by facsimile at (604) 713-5042.

Questions, Answers and Addenda

- 4.16 Proponents must direct any and all questions regarding the RFP in writing by email or fax to the Contact email: purchasing@vsb.bc.ca; Fax: 604-713-5042, no later than 11:00 hours, local Vancouver time on **Tuesday, February 14, 2012**.
- 4.17 All written questions received no later than 11:00 hours, local Vancouver time, on **Tuesday, February 14, 2012** will be reviewed by the Board. The Board may, in its sole and absolute discretion, but is not required to, provide a response to a question or request

for an explanation or clarification. Any such response will be provided in the form of an Addendum which will be posted on the BC Bid website.

- 4.18 Proponents are responsible to ensure that they have received the RFP Documents. Submission of a Proposal constitutes a representation by the Proponent that it obtained the RFP Documents, including any and all Addenda which may be issued, in their entirety.
- 4.19 Written Addenda are the only means of amending or clarifying this RFP, and only the Board is authorized to amend or clarify this RFP by issuing an Addendum.
- 4.20 No later than five (5) days before the RFP Closing, the Board will add to the BC Bid posting, a copy of any and all Addenda.

Irrevocability Period for Proposals

- 4.21 Every Proposal submitted in Response to this RFP, including all fees, rates and prices, shall be irrevocable and remain open for acceptance by the Board for a period of Ninety (90) days from the RFP Closing.

Agreement to be Bound

- 4.22 Each Proponent, by submitting a Proposal, agrees that it will enter into a contract with the Board on the terms and conditions in the form of General Supply Agreement attached as Appendix A, subject to any negotiation which may take place, should it receive a written Notice of Preferred Proposal.

5.0 EVALUATION PROCESS

Evaluation Criteria

- 5.1 Proposals that are submitted by the RFP Closing may be evaluated by application of the Evaluation Criteria.
- 5.2 The Evaluation Criteria for this RFP are found in **Appendix C**.

Evaluation Committee

- 5.3 The evaluation of Proposals will be carried out, confidentially, by a committee selected by the Board (the “Evaluation Committee”).
- 5.4 The Evaluation Committee may be assisted by other persons as the Evaluation Committee, in its sole and absolute discretion, may decide it requires, including technical, financial, legal and other advisors to the Board or employees of the Board.

Board representative

- 5.5 The rights and functions of the Board in connection with this RFP may be exercised by the Manager of Purchasing and Administrative Services or designate.

Evaluation of Proposals

- 5.6 The Evaluation Committee will review and assess each Proposal submitted in accordance with the terms and conditions of the RFP to determine which Proposal provides, in the opinion of the Evaluation Committee, the best overall value to the Board, having regard to the technical and commercial components of the Proposal.
- 5.7 To assist in the evaluation of the Proposals, the Evaluation Committee may, in its sole and absolute discretion, but is not required :
 - a. Conduct reference checks with any or all of the references cited in a Proposal to seek to verify information provided by or relating to a Proponent, whether contained in the Proposal or not, conduct any background investigations that it considers necessary and it may consider and rely on any relevant information obtained from the references and background investigations in the evaluation of Proposals;
 - b. Seek clarification or further about a Proposal from any or all of the parties submitting a Proposal, and it may consider and rely on such supplementary information in the evaluation of Proposals; and
 - c. Invite any or all Proponents to provide supplementary information or clarification following a site visit or through a demonstration and it may consider and rely on such supplementary information in the evaluation of Proposals.

Discretion of the Board

5.8 Notwithstanding any other provision in this RFP or any industry practice or custom, the Board may, in its sole and absolute discretion:

- 1) accept any Proposal;
- 2) reject any Proposal;
- 3) reject all Proposals;
- 4) reject a Proposal even if it is the only Proposal received;
- 5) accept a Proposal which is not the lowest in price; and
- 6) award a contract to one Proponent for the provision of some or all of the goods and/or services described in the General Supply Agreement attached as Appendix A.

5.9 The Board may, in its sole discretion, reject or retain for its consideration Proposals which are non-compliant with the terms of the RFP because they do not contain the content or form required by this RFP or for failure to comply with the process for submission set out in the RFP Documents.

6.0 SELECTION AND AWARD

Selection of Preferred Proposal

- 6.1 Following its review, the Evaluation Committee may identify the Proposal, or parts thereof, which provides the best overall value to the Board (the “Preferred Proposal”) for possible award by the Board.

Final Award Subject to Funding Approval

- 6.2 Final award of the Contract is subject to the Board first obtaining the necessary funding approval in accordance with the Board’s internal policies and procedures.

Notification of Successful Party

- 6.3 If a Preferred Proposal is identified and funding approval is obtained, the Board will notify the successful party in writing that it’s Proposal, or a part of its Proposal, has been identified as the Preferred Proposal (“Notice of Preferred Proposal”). Issuance of a Notice of Preferred Proposal shall constitute acceptance of a Proposal or a part of a Proposal, as the case may be, subject to any negotiation which may take place.

Negotiation

- 6.4 If the Board selects a Preferred Proposal, the Board reserves the right to conduct negotiations with the Proponent who submitted the Preferred Proposal and to amend the form of the Contract as the Board and the Proponent may agree is required. If an agreement on commercial terms which are satisfactory to the Board is not reached with the Preferred Proponent, then the Board may, at its sole discretion, either commence negotiations with the next qualified Proponent or choose to terminate the RFP and not enter into a contract with any of the Proponents.
- 6.5 The Board reserves the right to limit the duration of any negotiations, and the Board is under no duty to a Proponent in relation to the content or the timing and process of such negotiations.

Debriefing Session

- 6.6 Debriefing arrangements will be made for Proponents upon request. During such debriefing, confidential information will not be disclosed, and only the relative strengths and weaknesses of that Proponent’s Proposal will be disclosed and discussed.
- 6.7 Requests for debriefing can only be made by a Proponent after a Contract or this RFP process is otherwise terminated.
- 6.8 The Board will make best efforts to schedule a debriefing session within five (5) business days of a request.

7.0 GENERAL

No Obligation to Proceed

7.1 Notwithstanding any other provision of the RFP Documents, this RFP does not commit the Board in any way to proceed to select a Proposal or award a contract and the Board specifically reserves the right at any time, whether before or after the RFP Closing, to terminate the RFP.

Pricing Requirements

7.2 All hourly rates, fees, costs, charges and pricing contained in the Proposal shall be, and will be interpreted by the Board as if they are:

- a) expressed in Canadian dollars; and
- b) exclusive of the HST/GST and/or PST, and the Provincial Environmental Levy.

No Liability

7.3 In consideration of the Board's receipt of the Proposal, and the Proponent's opportunity to enter into negotiations leading to a Contract as provided in the RFP Documents, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Proponent does hereby remise, release and forever discharge the Board, its employees, agents and consultants (the "Releasees") of and from any and all manner of actions, causes of action, suits, contracts, claims, damages, costs and expenses of any nature or kind whatsoever whether arising at law, in contract or in tort, or under any statute or the breach of any other legal or equitable duty or duties that may be owed to a Proponent by one or more of the Releasees, or otherwise, which, as against the Releasees, or any of them, the Proponent ever has, now has, or at any time in the future can, shall or may have, by reason of or arising directly or indirectly out of:

- a. the issuance of the RFP Documents or the response, if any, of the Proponent thereto;
- b. the termination of the RFP;
- c. any act or omission by the Releasees or any of them in the exercise of any right or discretion under the terms and conditions of the RFP Documents;
- d. any act, omission, decision or step taken by the Releasees or any of them relating to or arising out of this RFP process, including, but not limited to the receipt, consideration, evaluation or rejection of any or all Proposals, negotiations with a Proponent or Proponents, or the award of a Contract.

7.4 In the event that section 6.4 or any part thereof is held or determined to be invalid or legally unenforceable and the Board or any of its employees, agents and consultants incur any liability to a Proponent in respect of those matters referred to in section 6.4, then the Proponent agrees that the maximum aggregate liability of the Board, its employees,

agents and consultants to the Proponent shall be limited to the reasonable actual costs incurred by the Proponent in the preparation and submission of its Proposal.

Conflict of Interest

- 7.5 The Board may, in its sole discretion, disqualify any Proposal if the Proponent has, in the opinion of the Board, an actual conflict of interest or unfair advantage or has a relationship that has the potential for a conflict of interest to occur.
- 7.6 Each Proponent must fully disclose all relationships they, including its officers, directors and employees, have or have had with any employees or elected officials of the Board which creates or has the potential to create a real or perceived conflict of interest or provide an unfair advantage by completing the Relationship Disclosure Declaration in the Proposal Form attached as Appendix B and thereafter during the RFP process by written notice to the Board after becoming aware of any such relationship.
- 7.7 If the Proponent does disclose a relationship or declare a conflict of interest, or if the Board becomes aware of a relationship which it reasonably determines creates or has the potential to create a real or perceived conflict of interest, the Board may direct the Proponent to resolve the conflict to the satisfaction of the Board.

Confidentiality and Privacy

- 7.8 Proposals, upon submission to the Board by the Proponent, becomes the property of the Board, which is a public body required under *Freedom of Information and Protection of Privacy Act of British Columbia* to disclose and protect its records according to certain rules.
- 7.9 Proposals, upon submission to the Board by the Proponent, will be received and held in confidence by the Board unless and to the extent that it is or must be disclosed pursuant to *Freedom of Information and Protection of Privacy Act of British Columbia* or the evaluation process adopted by the Board for this RFP.
- 7.10 The Board will hold confidential any information that will harm the Board's ability to engage in competitive bidding for goods and services.
- 7.11 Similarly, confidential information about the Board, obtained by a Proponent and identified in the sole discretion of the Board as confidential, must not be disclosed unless authorized by the Board.
- 7.12 It is agreed that these reciprocal obligations of confidentiality will survive the completion or termination of any contract that might arise between the parties.

Disclosure and Transparency

- 7.13 The Board is committed to an open and transparent evaluation process while understanding the Proponent's need for protection of confidential commercial information.

No Lobbying

7.14 Proponents must not communicate directly or indirectly with any employee or representative of the Board, or any elected officials of the Board about this RFP, other than as expressly directed or permitted by the Board.

No Collusion

7.15 Each Proponent, by submitting a Proposal, represents and warrants that its Proposal has been prepared without collusion with any other Proponent, and in particular the elements of its Proposal have been arrived at independently of and without discussion with any other Proponent, and the Proponents will refrain from any such collusion or discussion during the entirety of this RFP process.

Governing Laws

7.16 The laws of the Province of British Columbia shall govern any and all disputes concerning the interpretation, application or implementation of this RFP and any resulting Contract which may be awarded by the Board.