



**Request for Proposal
Recycling Public Education
& Marketing Program**



Town of Vermilion
Request for Proposal for Recycling Public Education & Marketing Program
Cover Sheet

Purchasing Contact:

Telephone:

Address:

Fax:

E-mail:

Date Submitted:

Closing Date and Time: **November 4, 2016 at 14:00:00 p.m. Alberta Time.**

Proposals will be received at Reception up to **14:00:00 p.m. Alberta Time on November 4, 2016.**

Proposals shall be submitted to:

Mailing Address:	Town of Vermilion 5021-49 Avenue Vermilion, AB T9X 1X1
Attention:	Derek Young Director of Transportation & Utilities
Inquiries/Questions:	Derek Young Director of Transportation & Utilities 780-581-2421 dyoung@vermilion.ca

CONTENTS

PART I. INVITATION	1
1. INTRODUCTION	1
2. SUBMISSION REQUIREMENTS.....	1
3. CLOSING DATE	2
4. DEFINITIONS	2
PART II. PROPOSAL REQUIREMENTS	5
1. SCOPE OF SERVICES	5
2. MILESTONES/TIME FRAMES/SCHEDULE	5
3. EXECUTIVE SUMMARY	5
4. PROPOSAL NARRATIVE	6
5. FEE PROPOSAL.....	6
6. OTHER PERTINENT INFORMATION	6
PART III. EVALUATION CRITERIA	7
1. GENERAL	7
PART IV. SELECTION PROCESS	9
1. PROCESS STAGES	9
PART V. RFP ADMINISTRATION TERMS AND CONDITIONS	11
1. RESERVATION OF RIGHTS	11
2. DISCLAIMER OF LIABILITY AND INDEMNITY	11
3. NO TENDER AND NO CONTRACTUAL RELATIONSHIP	12
4. DISCRETION OF TOWN	12
5. REPRESENTATIONS AND WARRANTIES	13
6. INFORMATION DISCLOSURE AND CONFIDENTIALITY	13
7. INDEPENDENT DETERMINATION	13
8. DISQUALIFICATION.....	14
9. NOTICES AND INQUIRIES	14
10. LAW AND FORUM OF PROPOSAL.....	14
11. APPENDICES AND ADDENDA	14

PART I. INVITATION

1. Introduction

The Town of Vermilion will be introducing a new bi-weekly residential curbside recycling program in January 2017. Currently the Town operates a recycling drop-off facility for approximately 1,466 households. To make this program successful, the Town will need to implement an educational awareness program and to market the new curbside pickup service.

The Town of Vermilion invites Proponents to submit a formal Proposal to design and deliver a public education program. Submission of a Proposal constitutes acknowledgement that the proponent has read and agrees to be bound by the documents provided.

2. Submission Requirements

Proponents are invited to submit a detailed Proposals to design and deliver a public education program. Proponents shall submit three (3) copies of their Proposal in a sealed envelope or package, clearly marked "Recycling Public Education & Marketing Program".

The Town requires that Proponents submit Proposal as follows:

- 2.1. The cover page must clearly identify the following:
 - a. The title of this Proposal;
 - b. The Proponent's name and contact information; and
 - c. The date of submission.
- 2.2. Proposals shall be divided into sections identified as follows:
 - a. Executive Summary;
 - b. Proposal Narrative;
 - c. Schedule;
 - d. Fee Proposal;
- 2.3. All Proposals shall be submitted in the English language.
- 2.4. Where requested, provide samples or references that will be used for clarification and confirmation of services being offered.
- 2.5. Proposals must include all relevant pricing on all items that are the responsibility of the Successful Proponent.
- 2.6. Proposals may be delivered by hand, courier, mail, or email. No faxed Proposals will be accepted by the Town.
- 2.7. Proposals will be opened following the Closing Time. Proposals submitted after the Closing Time will NOT be considered. Proposals will NOT be opened in public.



- e. “Contract” means the written agreement negotiated and entered into by the Successful Proponent and the Town to provide the Services contemplated by this RFP;
- f. “Committee Members” means representatives of the Town and third party consultants as the Town deems necessary, who are responsible for evaluating the Proposals and recommending Qualified Proponents, if any, to the Town;
- g. “Evaluation Criteria” means those criteria described in Part IV, paragraph 1.0;
- h. “Invitation to Negotiate” means the last and final phase of the selection process where representatives of the Town and a Qualified Proponent negotiate the Contract;
- i. “Mandatory Requirements” means the minimum requirements that must be addressed or contained in a Proposal as described in this RFP;
- j. “Proponent” means an individual, a corporation, a partnership or any combination of the foregoing, assembled for a common purpose that submits a Proposal to the Town for evaluation in response to this RFP;
- k. “Proposal” means all the information which is presented to the Town by a Proponent for evaluation in response to this RFP;
- l. “Qualified Proponent” means a Proponent selected to participate in the Invitation to Negotiate at the sole and unfettered discretion of the Town;
- m. “RFP” means this Request for Proposal for Recycling Curbside Collection Program;
- n. “Services” means the functions, duties, tasks, responsibilities, and deliverables upon which this RFP is based; and
- o. “Successful Proponent” means the Proponent which the Town selects to enter into the Contract with.

Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.

Words in the singular include the plural and vice versa.



PART II. PROPOSAL REQUIREMENTS

1. Scope of Services

The Town of Vermilion will be introducing a new bi-weekly residential curbside recycling program in January 2017. Currently the Town operates a recycling drop-off facility for approximately 1,466 households. To make this program successful, the Town will need to implement an educational awareness program and to market the new curbside pickup service.

The education program should:

- a. Inform the public of the Town's new Recycling Curbside Program;
- b. Inform the public of the associated benefits and costs of the new program;
- c. Incorporate social marketing techniques to market the social good of participating in existing and new diversion programs.
- d. Create environmental education programs for schools that target students from grade one to six;
- e. Incorporate the theme "Green Up For a better tomorrow and a brighter future!" that is used for all diversion programs that reinforces an integrated approach to solid waste diversion.

2. Milestones/Time Frames/Schedule

The Town would like to see this project implemented by **November 30, 2016**. Proponents are to include an installation schedule with their proposal.

3. Executive Summary

This section should include each of the following items and be no more than two pages in length:

- a. A brief description of the Services that are proposed;
- b. A brief outline of the unique advantages of the proposed solution;
- c. The name, title and address of the Proponent's representative responsible for the preparation of the Proponent's Proposal;
- d. The name, signature, title and address of the Proponent's representative empowered to conduct contract finalization on behalf of the Proponent; and
- e. A list of assumptions that affect the price, level of service/product or duration of the work.
- f. A brief description of your company; location, size number of employees, nature of business.



- g. Experience with similar programs in other municipalities; and other information as applicable. The Town reserves the right to contact these references, or any other references known to the Town, without prior notification to the Proponent.

4. Proposal Narrative

In this section of the Proposal, the Proponent must demonstrate an understanding of the key requirements of the RFP and outline the approach taken to completing all aspects of the Services. All assumptions made in preparing the Proposal should be identified clearly. These assumptions will be vetted by the Committee Members and clarification may be required as necessary. This section gives the Proponent the opportunity to describe in detail the unique advantages of the Proponent's proposed solution that illustrates the "added value" that the Proponent has to offer. Be sure to address all of the requirements and specifications contained in the RFP.

Proponents should ensure that they include all of the information requested in the proposal. This includes but is not limited to:

- a. The resources assigned to provide the services;
- b. Delivery requirements; and
- c. A list of any subcontractors to be utilized (if applicable)

5. Fee Proposal

The Proponent shall provide a fee proposal at this time. Pricing is to be submitted a fixed, lump sum price, which shall include, all costs for design, delivery, overheads and profit, and general conditions. Proponent should include a detailed breakdown of the Proposal pricing. Proponent is to provide any terms and conditions regarding payment/fee proposal.

The proposed unit rates provided by the Proponents are to include:

- a. Provision of all supplies; and
- b. Delivery of materials

All prices shall be quoted in Canadian dollars with GST identified separately.

6. Other Pertinent Information

The Proponent should provide any other pertinent information it deems necessary. The Proponent is encouraged to provide additional information on suggested initiatives or value added services.



PART III. EVALUATION CRITERIA

1. General

As a general framework, all Proposals presented by Proponents will be evaluated in the context of the overall value they bring to the Town. The criteria to be considered by the Town will include a combination of expertise, qualifications, fee and such other criteria as determined by the Town at its sole and unfettered discretion (the "Evaluation Criteria"). The Town shall use the Evaluation Criteria listed below as the basis for its evaluation of submitted Proposals.

The Committee Members will utilize specific evaluation criteria to rate various requirements for evaluation purposes. Subject to the requirements of FOIP, such ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.

As the Town evaluates Proposals and bases any decision to award a contract on the contents of the Proposals as submitted, each Proposal shall include any and all information required as called for in the RFP. It shall be explicitly understood that there shall be no opportunity to make any material change to the Proposal, including any alteration, addition or deletion of any element within the Proposal as submitted by the Proponent after the RFP has closed.

Evaluation Criteria	Points	Score	Total
<ul style="list-style-type: none"> ● Suitability of the proposed solution: understanding of project requirements/objectives; approach taken to completing Services; detailed plan and delivery schedule. 	15 Pts		
<ul style="list-style-type: none"> ● Proponent Qualifications: experience of Proponent/project team in delivering similar services; equipment capability, skills and qualifications of the Proponent and any proposed subcontractors; references. 	25 Pts		
<ul style="list-style-type: none"> ● Fee Proposal: overall value for money; detailed budget and breakdown of all associated costs. 	40 Pts		
<ul style="list-style-type: none"> ● Proposal completeness: detail and presentation. 	10 Pts		
<ul style="list-style-type: none"> ● Interview (optional – short-list only): understanding and knowledge to deliver the services; abilities, skills and experiences of the Proponent/project team; team “fit”. 	10 Pts		
TOTAL	100 Pts		



SCORE		DESCRIPTION
5	Excellent	Exceeds the requirement of the criteria significantly in a way that is beneficial to the Town's needs.
4	Very Good	Exceeds the requirement of the criteria in a way that is somewhat beneficial to the Town's needs.
3	Good	Fully meets the requirement of the criteria.
2	Average	Adequately meets most of the requirement of the criteria; may be lacking in some areas that are not critical.
1	Poor	Minimally addresses some, but not all, of the requirements of the criteria; lacking in critical areas.
0	Very Poor	Does not satisfy the requirements of the criteria in any manner.

By submitting a Proposal, the Proponent acknowledges and agrees that:

- a. The Town has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the Evaluation Criteria; and
- b. It waives any right to contest in any legal proceedings or otherwise the decision of the Town to award points in respect of the Evaluation Criteria.



PART IV. SELECTION PROCESS

1. Process Stages

1.1. Stage One – Request for Proposal

1.1.1 An RFP will be issued by the Town to potential Proponents as determined by the Town in its sole and unfettered discretion;

1.1.2 Any questions raised by potential Proponents during this stage shall be submitted in writing and must be received by the Town no later than 7 business days prior to the Closing Date. Without disclosing the name of the Proponent, a copy of all questions received and answers provided by the Town shall be posted to APC no later than 5 business days prior to the Closing Date;

Deadline for submission of Questions/Clarifications:	October 27, 2016
Responses to Questions/Clarifications:	October 31, 2016

1.1.3 The Proponent has the responsibility to notify the Town, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal;

1.1.4 Verbal responses to any inquiry are not binding on either party; and

1.1.5 Following the Closing Date, the Committee Members will review the Proposals which have not been rejected and will determine the overall scores and ratings of the Proponents. At this stage, Proponents may be formally asked by the Committee Members for clarifications. A written response will be required, and the time frame for response will be minimal. The intent of the clarification is to obtain further explanation and understanding of what was intended by the Proponent. A clarification does not provide an opportunity to make any material change to the Proposal, or to alter, add or delete any element of the proposal including the Proposal price contained within the Proposal.

1.2 Stage Two – Evaluation and Interview (optional);

1.2.1 Following the initial review, and clarifications, if any, the Town may, in its sole and unfettered discretion interview any one, or more of the Proponents that have submitted a Proposal in response to this RFP; and

1.2.2 By submitting a Proposal, each Proponent acknowledges and agrees that the holding of an interview shall not constitute an express or implied representation, warranty or undertaking on the part of the Town as it relates to the content of the Proposal submitted by the Proponent, and the Town expressly rejects any express



or implied representation, warranty or undertaking which may arise as a result of the Proponent submitting a Proposal in response to this RFP.

1.3 Stage Three – Invitation to Negotiate

- 1.3.1 After Stage One and Two have concluded, the Committee Members may select the Qualified Proponent with the most attractive Proposal to participate in the Invitation to Negotiate ("ITN");
- 1.3.2 During the ITN stage, the Town will engage in bilateral negotiations with the Qualified Proponent selected to participate in the ITN. At the conclusion of these negotiations, the Town, in its sole and unfettered discretion, may select the Successful Proponent based on the terms agreed to as a result of their negotiations;
- 1.3.3 Should the bilateral negotiations with the above mentioned Qualified Proponent does not result in an executed contract, the Town reserves the right to contact the Qualified Proponent with the next most attractive Proposal to participate in the ITN as set out above;
- 1.3.4 The Proposals received shall remain open for acceptance for a period of 90 days following the Closing Date in order to allow the Town of Vermilion to undertake the evaluation of the Proposals received, to conduct the interviews noted above, and to enter into the ITN;
- 1.3.5 However, as stated previously, until the Contract is actually executed, the Town reserves the right to terminate negotiations, cancel the project, and proceed with the project on different terms, all without compensation to the Proponents; and
- 1.3.6 The Town of Vermilion reserves the right to determine the location, date and times of all meetings related to the negotiation of the Contract.

1.4 Stage Four – Award of Contract

- 1.4.1 The award of contract by the Town for the Services occurs once the Successful Proponent receives a Notice of Award of Contract letter duly executed by the Town.



PART V. RFP ADMINISTRATION TERMS AND CONDITIONS

1. Reservation of Rights

The fee will be only one of the determinants for acceptance of a Proposal by the Town. The fee proposal will not necessarily be accepted, and the Town reserves the right to reject any or all Proposals at its sole and unfettered discretion.

The Town also reserves the right to accept conditions to be offered by and/or negotiated with the Successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation but shall not be used to revise the Fee.

At all times, the Town reserves the right to seek written clarifications of a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal and be binding upon the Proponents.

2. Disclaimer of Liability and Indemnity

The Town, its directors, officers, servants, employees, agents and consultants expressly disclaim any and all liability for representations, warranties (express or implied), errors or omissions in the RFP package or in any written or oral information transmitted or made available at any time to a Proponent or on behalf of the Town.

By submitting a Proposal, a Proponent agrees to be responsible for conducting its own due diligence on data and information upon which it's Proposal is based;

- a. That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- b. That it has gathered all information necessary to perform all of its obligations under its Proposal;
- c. That it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- d. To hold harmless the Town, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- e. That it shall not be entitled to claim against the Town, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Town or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient;
- f. That the Town will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to the Town's acceptance or non-acceptance of its Proposal; and
- g. To waive any right to contest in any proceeding, case, action or application, the right of the Town to negotiate with any Proponent for the Contract whomever the Town



deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Town.

The Successful Proponent shall release, indemnify and hold harmless the Town and its elected and appointed officers, servants, agents, employees, or contractors, from and against any and all losses, claims, demands, payments, suits, actions, damages, judgments and expenses (including solicitor's fees), of every nature and description brought or recovered against or incurred by the Town and its elected and appointed officers, servants, agents and employees, arising out of or related to the Successful Proponent's breach of the Contract, or by reason of any act or omission or alleged act of omission of the Successful Proponent, its agents, employees or contractors in the performance of the Contract, or arising from the exercise of any rights or remedies of the Town.

3. No Tender and No Contractual Relationship

This selection process is not a tendering process. It is part of an overall selection process intended to enable the City to identify a potential Successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the City and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the City and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges and agrees that this procurement model is not a tender but a Request for Proposal. A Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

4. Discretion of Town

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Part V, paragraph 4.0 prevail, govern and override all other parts of this RFP. The Town is not bound to accept any Proposal. At any time prior to execution of the Contract, the Town may, in its sole and unfettered discretion, or for its own convenience, terminate the selection process, cancel the Project and proceed with the Project on different terms. All of this may be done with no compensation.

The Town reserves the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accept the lowest priced Proposal, and not accept any Proposal. The Town reserves the right to determine, in its sole and unfettered discretion, whether any Proposal meets the Mandatory Requirements. Selection of the Successful Proponent, if any, is at the sole and unfettered discretion of Town of Vermilion.

The Town is not bound to negotiate with any Proponent.

The Town is not bound to grant an interview to any Proponent.

The Town reserves the right, at its sole and unfettered discretion, to:



- a. Negotiate the specific contractual terms and conditions, including but not limited to the Fee;
- b. Waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- c. Negotiate with any or all Proponents; and
- d. Receive, consider, negotiate and/or accept any Proposal, regardless of whether it complies (either in a material or non-material manner) with the Mandatory Requirements or not.

5. Representations and Warranties

The Town makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP. Information referenced in this RFP, or otherwise made available by the Town or any of its elected officials, officers, employees, agents or advisors as part of the selection process, is provided for the convenience of the Proponent only.

The Proponent is required to immediately bring forth to the Town any conflict or error that it may find in the RFP.

Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

6. Information Disclosure and Confidentiality

All documents submitted to the Town will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIP"). FOIP allows persons a right of access to records in the Town's custody or control. It also prohibits the Town from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the Town cannot assure Proponents that any portion of the Proponent's documents can be kept confidential under FOIP.

7. Independent Determination

A Proposal will not be considered by the Town if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.



8. Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), including, but not limited to, the instructions to Proponent, shall render the Proponent subject to such actions as may be determined by the Town, including disqualification from the selection process, suspension from the selection process and imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

9. Notices and Inquiries

Any notice delivered before 4:30 p.m., local time, on a Business Day, shall be deemed to have been received on the day of delivery and any notice delivered after 4:30 p.m., local time, on a Business Day or delivered on a day other than a Business Day, shall be deemed to have been received on the next Business Day. Any notice mailed shall be deemed to have been received 3 days after the date it is postmarked. Any notice sent by fax before 4:30 p.m. local time, on a Business Day, shall be deemed to have been received when the sender receives the answerback confirming receipt by the recipient, provided however, that any fax received after 4:30 p.m., local time, a Business Day or received on a day other than a Business Day, as the case may be, shall be deemed to have been received on the next Business Day. Any notice sent by e-mail before 4:30 p.m., local time, on a Business Day, shall be deemed to have been received on the date of sending the notice, provided however, that any notice sent by e-mail after 4:30 p.m., local time, on a Business Day, or sent on a day other than a Business Day, as the case may be, shall be deemed to have been received on the next Business Day. In the event normal mail service is impaired at the time of sending the notice, then sending the notice by delivery, fax or e-mail must be utilized.

10. Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta and by submitting a Proposal, the Proponent is taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

11. Appendices and Addenda

The Appendices to this RFP (if applicable) and any subsequent Addenda are incorporated into and form part of this RFP. The information and data contained in the Appendices and any subsequent Addenda may form the basis upon which the Contract will be concluded with the Town.

