

REQUEST FOR PROPOSAL

(RFP-001)

Redemption Centre (RC) Services
for Rogersville and Surrounding Area



June 12, 2024

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LIST OF ACRONYMS

ADT	Atlantic Daylight (Savings) Time
EPR	Extended Producer Responsibility
HDPE	High-density polyethylene
HST	Harmonized Sales Tax
NTS	National Traffic Services
PC	processing centre
PET	Polyethylene terephthalate
PLPD	Public Liability and Property Damage (insurance)
PP	Polypropylene
PRO	producer responsibility organization
QC	Quality Control
RC	redemption centre
RFP	Request for Proposal
UBC	used beverage container
WCB	Workers' Compensation Board (insurance)

1. OBJECTIVE

Encorp Atlantic / Encorp Atlantique (“Encorp”) is seeking to enter into an agreement with a qualified proponent to provide **redemption centre (RC) services for Rogersville and surrounding area**.

The successful proponent will become a service provider for Encorp in fulfilling some of its obligations related to the Beverage Containers Program.

Encorp does not deem this to be a viable stand-alone RC opportunity. However, in order to establish reliable and appropriate service for this area, Encorp will consider a range of proposed solutions, such as:

- **an add-on business model for an already established business;**
- **a satellite/mobile service model where an already established business, including an existing RC, can meet local service requirements from a remote location; or**
- **any other unique solution that meets local service requirements as set out in this RFP.**

The successful proponent shall be expected to commence services on or near July 22, 2024, or such other near date as agreed upon by the successful proponent and Encorp.

THIS IS A REQUEST FOR PROPOSAL (RFP) AND NOT A TENDER CALL

2. ABOUT ENCORP

Encorp is a not-for-profit producer responsibility organization (PRO) representing over 300 beverage product brand owners that sell/distribute beverage products in the province of New Brunswick. Encorp provides recycling services and management of post-consumer beverage containers to these brand owners.

On April 1, 2024, the New Brunswick Beverage Containers Program shifted to an Extended Producer Responsibility (EPR) model, falling under the jurisdiction of the New Brunswick *Designated Materials Regulation (Clean Environment Act)* (“Regulation”). The Regulation establishes product stewardship recycling programs for various products in the province. In March 2023, it was amended to include beverage containers, initiating the transition from the existing system for UBC collection/recycling in New Brunswick to an EPR approach. Encorp is the PRO managing the new EPR Beverage Containers Program.

3. ABOUT THE BEVERAGE CONTAINERS PROGRAM

3.1 The Legislation

Beverage containers are designated materials for the purposes of section 22.1 of the *Clean Environment Act*. The *Designated Materials Regulation*, under the *Clean Environment Act* defines a “beverage container” as *a sealed container, including all its component parts, that contains a beverage in a maximum quantity of five litres, and includes a box or similar container used to contain, protect, handle, deliver or present refillable glass beer bottles.*

Section 50.93 of the *Designated Materials Regulation* states that a brand owner may designate an agent to act on behalf of the brand owner with respect to the brand owner's obligations under this Regulation. Encorp has been designated as the agent to represent all brand owners selling/distributing beverage products in NB.

For further information, the *Designated Materials Regulation* can be found at the following link: https://laws.gnb.ca/en/document/cr/2008-54?langCont=en#ga:l_5_5-h1.

3.2 Redemption Centre (RC) Network

"Redemption centre" or "RC" is the name assigned to each of the used beverage container (UBC) return facilities providing service throughout New Brunswick. All RCs are independently owned and operated businesses accepting certain designated materials from the general public.

Each location accepts UBCs as described in Section 3.4 below and is paid a per-unit service fee for each UBC managed. This also includes accepting refillable beer bottles, where RCs will receive a separate per-unit service fee for each refillable beer bottle managed.

Additional opportunities for an RC to manage other designated materials, such as leftover paint and used electronics, are at the sole discretion of their respective PROS.

3.3 Service Agreement and Term

Encorp enters into a standard *Redemption Centre Service Agreement* with each RC operator, setting out the responsibilities of both parties including, but not limited to, service requirements, materials to be accepted, storage and quality control obligations, insurance coverage and other provisions. We encourage you to view/request a copy of the Agreement by contacting Encorp prior to submitting your proposal.

The initial term of the Agreement is until March 31, 2029, and can be renewed following the end of the term, as long as the operator consistently meets their obligations as set out in the Agreement and to the satisfaction of Encorp.

3.4 How the Program Works

Deposit Refund

New Brunswick residents return UBCs to their nearest RC location for a full refund of either 10 cents or 20 cents, based on the deposit paid at the time of purchase on the applicable beverage product. For more information on details of the program, visit our website at encorpatl.ca.

Materials Handling

At each RC, all UBCs are stored in either large bulk bags (for all container types) or large plastic tubs (for glass only) supplied and delivered by Encorp's contracted service provider (Hebert's Recycling and Rayan Environmental). Refillable beer bottles are placed in cardboard cases and stacked on pallets. There are a number of "sort" requirements at the facility, so that each bag, tub or pallet contains only a specific product type, e.g. aluminum, plastic, glass, etc. For certain product types, there are additional "sort" requirements, e.g. by colour or size. See the detailed Sort List at the following link: encorpatl.ca/wp-content/uploads/2024/03/Sort-List-April-2024-EN.pdf.

Collection and Transport

Presently, Encorp uses contracted service providers to collect and transport UBCs in one of two ways:

1. Enviropactor™ trailer – used for all product types except glass. Full bags are compacted with the patented Enviropactor™ technology in the back of the trailer on-site. Enviropactor™ trailers provide more capacity within the trailer, which allows the trailers to accommodate pickups from multiple RC locations and, once full, are delivered to a designated location as directed by Encorp.
2. Dry van trailer (supplied by contracted local carrier) – used for a mix of product types, including glass and pallets of refillable beer bottles. Full bags, tubs and/or pallets are loaded intact into the unit on-site. Dry vans can potentially reach capacity with a single pickup or product type and normally reach capacity with just a few pickups, dependent on product type and individual RC volumes. Dry van trailers, once full, are delivered to a designated location as directed by Encorp.

Processing

All UBCs collected throughout the province-wide network of authorized RCs undergo some form of processing, meaning:

- Baling – for all commodity types except glass and PET/HDPE;
- Flaking – for PET/HDPE;
- Crushing – for all glass except refillable glass; or
- Reusing – for industry standard refillable beer bottles.

Baling:

Encorp contracts out the processing of all UBC materials to Hebert's Recycling in Miramichi for all UBC materials except glass. Hebert's receives all full dry vans and Enviropactor™ trailers containing UBC materials except glass.

All bulk bag materials, with the exception of PET/HDPE, are normally baled by commodity type, e.g. aluminum, steel, etc. All baled materials are temporarily stored for shipment to a designated location as determined by Encorp.

Flaking:

Encorp sends all PET/HDPE UBCs to a plastics processor in Amherst, NS. Novapet Inc. receives all full walking floor trailers of crushed UBC PET/HDPE via direct haul from Miramichi.

Encorp has contracted Hebert's Recycling to empty all PET/HDPE bulk bags collected from RCs into Encorp's auger technology to crush this product, store it in a walking floor trailer, then transport this full walking floor trailer to the end market in Amherst.

Crushing:

Encorp sends all UBC glass to a glass processor in Moncton. Rayan Environmental presently does direct pickups of glass tubs/bags from RCs and transports these tubs/bags to their processing plant in Moncton.

Reusing:

Various collection service providers (Armour Transportation Systems, G.M. Rioux, O.C. Maillet Transport) compile and complete sorting of various refillable bottles at multiple processing centres or warehouses in New Brunswick. From these service provider processing centres, refillable beer containers are shipped for cleaning, then to various brewers for reuse.

Quality Control (QC)

The most up-to-date information on Encorp’s QA/QC Program (with respect to non-refillable beverage containers) is available on Encorp’s website at encorpatl.ca/rc-operators/quality-control/. It is each operator’s responsibility to read and become familiar with the information featured on this webpage, in particular the document titled *QC Measures*, which explains how the program works. Notices of any changes to this document and/or any information featured on the Quality Control webpage will be sent to RCs via emailed notices/communications.

4. SCOPE OF WORK

4.1 Redemption Centre Capacity

For purposes relating to this RFP document, **RC capacity** shall mean and include:

- Operating a primary facility¹ with a minimum total square footage of floor space as shown below that will accommodate any pre-existing business activity as well as RC business activity:

Volume	Min. Storage Area
< 1.5 million containers	1,200 sq. ft.
1.5 - 3 million containers	1,800 sq. ft.
3 - 5 million containers	2,400 sq. ft.
Above 5 million containers	3,000 sq. ft.

- Providing service to the general public a minimum of six (6) hours on Saturdays (except where a statutory or civic holiday falls on a Saturday), as well as the following minimum hours Monday – Friday (dependent on volumes):
 - **Less than 1.5 million containers per year:** 16 hours minimum from Monday-Friday;
 - **1.5 to 3 million containers:** 20 hours minimum from Monday-Friday;
 - **3 to 5 million containers:** 24 hours minimum from Monday-Friday; or
 - **More than 5 million containers:** 32 hours minimum from Monday-Friday.
- Providing appropriate and sufficient staffing to accommodate efficient customer service during hours of operation.

Where an ADD-ON business model is proposed:

- Providing adequate space for customer service, including parking and a pay station/window, materials sorting, indoor storage of supplies and collected UBCs, and shipping/receiving.

Where a SATELLITE SERVICE business model is proposed:

- Providing either a permanent structure or portable set-up at a designated location that will adequately provide for customer service, including parking and payment, materials sorting and temporary sheltered storage of supplies, and collected UBCs.
- Having a trailer and/or vehicle suitable for transporting a portable set-up, all necessary supplies and collected UBCs between the designated location and the primary facility.

AND at the primary facility:

- Having all Encorp supplies/equipment and collected program materials indoors at all times and secure after business hours.
- Having either a ground-level or dock-level shipping/receiving door.
- Having a forklift to accommodate ground-level or dock-level shipping/receiving.
- Having outdoor yard space suitable and sufficient to accommodate Encorp's contracted service provider vehicles (trucks and 53-foot trailers), including appropriate and marked entrance and exit points.
- Having appropriate washroom facilities for the staff.

Note 1: Specific to this RFP, "primary facility" shall mean the premises in which, or from where, RC services are headquartered.

4.2 Redemption Centre Services

For purposes relating to this RFP document, **RC services** shall mean and include:

- Accepting empty deposit-bearing UBCs from and disbursing refunds to customers based on the number, type and/or size of the empty containers.
- Accepting any other materials from customers as directed by Encorp.
- Monitoring all materials delivered by customers to the RC and rejecting "non-program" materials.
- Educating customers using provided materials from Encorp to help minimize the occurrence of "non-program" materials.
- Sorting UBCs, filling and tagging UBC bulk storage bags and/or tubs to specifications provided in [Appendix A](#) or as directed by Encorp.
- Temporary storage of empty bulk bag "totes²" and tubs.
- Temporary storage of full bulk bags and tubs.

For Enviropactor™ trailers arriving at the primary facility (via Encorp designated hauler)

Moving full bulk bags from temporary storage area to loading area and assisting the driver in preparing full bulk bags for loading.For dry van trailers arriving at the primary facility (via Encorp designated hauler)

- Moving full bulk bags or tubs from temporary storage area to loading area.
- Loading of full³ bulk bags and tubs onto the trailer.
- Any other activity which may be required by Encorp to maintain RC services and which is within the scope of the *Redemption Centre Service Agreement*.

Note 2: A “tote” is defined as 9 empty bulk bags stored inside a 10th bulk bag. All empty bulk bags are delivered to RCs in this manner.

Note 3: Where, at the discretion of the driver, either certain bulk bags or certain storage tubs are not deemed to be “full”, Encorp gives the driver authority to reject those bags and/or tubs and they shall not be loaded.

4.3 Equipment Provided

Bulk Bags – used for all UBC product types.

Material:

Woven polypropylene (PP) with single panel sidewalls, double panel bottom and duffle top with b-lock tie string on to enclose and secure contents. Four (4) cross-corner lifting loops and one (1) discharge handle on bottom panel.



Open bulk bag with yellow tag – duffle top tucked in



Closed bulk bag for shipping with yellow tag – duffle top closed

Dimensions:

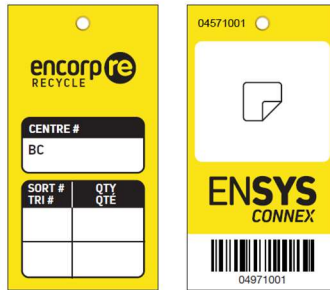
When open for filling (or closed) - may vary slightly but are approximately 46” H x 36” W x 36” L⁴

When empty – bags are packaged in a “tote” unit, i.e. 9 empty bulk bags are stored inside a 10th bag and dimensions are not uniform as they can be compacted.

Identification and Tracking:

“Encorp” stenciled on one (1) side.

One (1) temporary product tag (yellow) affixed to each bag. Each tag has a unique 8-digit barcode and contains either manually entered data or a point-of-sale (POS) printed sticker affixed to the tag specific to pickup location and contents.



Temporary Product Tag
1 per bag

Tubs – used for glass UBCs only (specialty bulk bags may be used in place of tubs).

Material:

Insulated plastic (HDPE) or woven polypropylene (PP) bulk bag with single panel sidewalls and double panel bottom (sides and bottom include corrugated plastic supports).



Specialty bulk bag with yellow tag



Glass tub with yellow tag

Dimensions (bags and tubs):

46” H x 40.5” W x 46.5” L⁴

Identification and Tracking:

One (1) temporary product tag (yellow) affixed to each tub (or bag). Each tag has a unique 8-digit barcode and contains either a POS-printed sticker or manually entered data affixed to the tag specific to the pickup location and contents.

Note 4: Bag and tub measurements are approximate and subject to change where, at the discretion of Encorp, different or alternate storage units are placed into service.

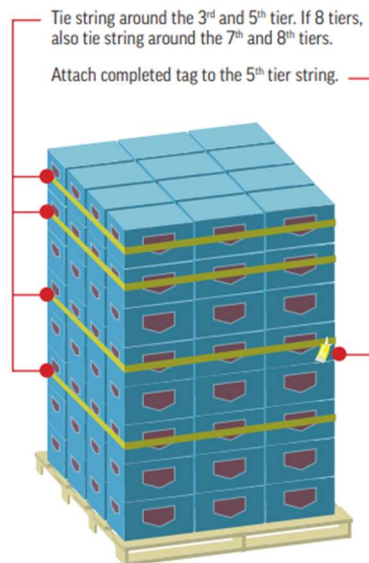
The successful proponent shall be required to maintain Encorp equipment in good condition and, with the exception of reasonable wear and tear, will be liable for any damage to, or destruction of, bulk bags and/or tubs.

Advisory: The successful proponent should anticipate that full bulk bags and tubs will be replaced/exchanged on a one-for-one basis or as directed by Encorp.

Pallets – used for refillable beer bottles only.

Material:

Standard wooden pallet designed to accommodate refillable beer bottles.



Pallet of refillable beer bottles

Dimensions:

(3, 5 or 8 tiers) H x 40" W x 48" L⁵

Identification and Tracking:

One (1) temporary product tag (yellow) affixed to each pallet. Each tag has a unique 8-digit barcode and contains either a POS-printed sticker or manually entered data affixed to the tag specific to the pickup location and contents.

Note 5: Pallet measurements are approximate and subject to change where, at the discretion of Encorp (or brewers), different or alternate storage units are placed into service.

The successful proponent shall be required to maintain Encorp equipment in good condition and, with the exception of reasonable wear and tear, will be liable for any damage to, or destruction of pallets.

4.4 Materials Control System

Encorp uses proprietary database software for tracking the collection of, and remittances associated with, beverage containers and other materials. The **EnSys™** program also generates additional financial information associated with the pickup and transportation of these recyclable materials.

As part of this “Materials Control System”, handheld scanners are used at key activity points for the Beverage Containers Program to record critical information.

Each RC is assigned an “RC number” which identifies their location in the **EnSys™** system. A laminated RC sign, containing that unique number and associated barcode is provided to the RC and must be kept in an easily accessible and secure spot in the shipping/receiving area.

Each driver working for the Encorp contracted service provider carries a hand-held scanner and needs to first scan that RC sign before loading full bags/tubs. The driver cannot proceed without this critical first step and the scanner will not accommodate manual entry of the RC number. It is the responsibility of the RC operator and their employees to also ensure each full bag or tub has a proper product (yellow) tag attached and that the tag information is legible and accurate.

4.5 Key Assumptions

The following information is intended to assist proponents in preparing a response to this RFP document.

Estimating UBC Volume

The following data and estimates for **Rogersville and surrounding area** are presented for consideration in helping proponents prepare a response to this RFP.

Table 1 – UBC Volume Estimate

Key Inputs	Data/Estimate	Notes
New Brunswick Annual UBC Volume (Projected Fiscal 2024)	346,364,000	Source: Encorp
New Brunswick Population (2021)	775,610	Source: Statistics Canada
UBCs Returned Per Person	1,430	rounded to nearest unit
Local Service Area Population (2021)	1,193	Source: Wikipedia
Estimated UBC Volume (Including Refillables) Local Service Area	1,704,000	rounded to nearest thousand

Advisory: UBC Volume estimate presented in Table 1 above is an estimate only. Encorp does not warranty or guarantee the accuracy of this estimate.

Encorp also estimates, but does not warranty or guarantee, that the total volume of UBCs within the local service area is likely to increase over successive annual fiscal reporting periods by two to three percent per year and may or may not be reflective of any trends in consumption of deposit-bearing ready-to-drink beverages by consumers in New Brunswick.

Estimating UBC Revenue for Local Service Area

Encorp pays RCs a “per unit” service fee only for deposit-bearing UBCs. **Table 2** below presents a schedule of the set service fees.

Table 2 – Service Fees Paid by Encorp to RCs

Per Unit Service Fee (non-refillable UBCs)	\$0.05383
Per Unit Service Fee (refillable UBCs only)	\$0.03845

Additional Materials/Revenue Opportunities

Additional opportunities for an RC to manage other designated materials, such as leftover paint and end-of-life electronics, are at the sole discretion of the PROs responsible for keeping those materials out of landfills.

For more information, proponents may wish to contact:

PRO	Program	Service Provider Receives:
Product Care Association	Leftover Paint	“per full storage tub” fee
Electronic Products Recycling Association	End-of-Life Electronics	“per kilogram” fee
Circular Materials	Packaging and Paper Products	“per kilogram” fee

Payment

Encorp’s Materials Control System triggers and generates the necessary information to pay RCs. Service fee payments are presently made weekly via electronic funds transfer (EFT).

Holiday Closures

Encorp and its service providers observe the following holiday closures:

- New Year’s Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (August)
- Labour Day
- Thanksgiving
- Remembrance Day
- Christmas Eve (closing at 12:00 p.m.)
- Christmas Day
- Boxing Day
- New Year’s Eve (closing at 12:00 p.m.)

Where a holiday falls on a weekend, it will be observed on the Monday immediately following.

Training

Encorp will provide certain initial training specific to servicing customers, sort requirements, storage equipment, materials tracking and storage, as well as shipping/receiving requirements.

This training shall be provided at no cost to the RC operator. Salary and/or wages and benefits for the person(s) participating in the training shall be the sole responsibility of the RC operator.

The RC operator shall assign one or more designated employee(s) to participate in this training and thereafter, the RC operator's designated employee(s) shall be responsible for training all other employees as required to ensure the RC operates without interruption to the extent that the RC operator can reasonably be held responsible.

Compliance

Encorp shall require the successful proponent to obtain and/or maintain all permits, licenses, operating certificates and authorities required for accepting UBCs and any other materials Encorp may approve from time to time, under applicable provincial, municipal and/or federal legislation AND shall manage these materials in accordance with all standards, rules, instructions and specifications as may be determined by Encorp from time to time.

5. CONFLICT OF INTEREST

Proponents must indicate in the Acceptance of Requirements ([Appendix B](#)) if a conflict of interest exists and must provide a statement providing a full and complete disclosure in writing if there is a conflict of interest.

Encorp reserves the right to disqualify any proponent that in Encorp's sole opinion has an actual or potential conflict of interest or an unfair advantage, whether existing now or is likely to arise in the future, or may permit the proponent to continue and impose such terms and conditions, as Encorp in its sole discretion may require.

A proponent that is related, affiliated, an associate, has common ownership (as defined by the [Canada Business Corporations Act](#) and/or the [Income Tax Act](#)) or has a business relationship, including a financial relationship with another entity that is involved in a business relationship with Encorp will be deemed to be in a conflict of interest. Where a proponent acknowledges an actual or potential conflict of interest and is subsequently notified that their proposal is successful, the successful proponent must resolve the actual or potential conflict of interest to the satisfaction of Encorp prior to signing an agreement.

The operations infrastructure for the Beverage Containers Program has four main components:

1. Redemption centre network;
2. Local carrier and line haul service;
3. Materials processing service; and
4. The purchase and sale of processed materials.

Pursuant to Encorp's policy on Conflict of Interest with respect to components of operational infrastructure, ownership or operation of any one component must be independent of ownership or operation of the other components. While this policy does not prohibit a person or persons from having ownership of more than one RC, it does, for example,

prohibit a person or persons from having ownership of an RC and also having a contract with Encorp to provide local carrier and line haul service or materials processing service.

6. PROPOSAL REQUIREMENTS

Proponents are expected to provide a response to each item listed in this section. Certain criteria include the terminology “**must/shall**” and will be evaluated on a **PASS/FAIL (P/F)** basis. A proposal shall be disqualified from further consideration if any response to a **PASS/FAIL** item is not supported by proper and adequate detail and/or is deemed by the evaluators to be unsatisfactory. All responses will be evaluated in adherence to the process as set out in Section 8.3 of this RFP and scored using the evaluation scheme provided in [Appendix C](#).

All Mandatory items in Section 6.1 **must** be addressed. Failure to address any one of these items will result in the proponent being disqualified.

Proponents are expected and encouraged to prepare their response in a format which adheres to the numbering as presented in Sections 6.1 through 6.3.

6.1 Mandatory

The following are mandatory requirements:

- 6.1.1 Proponents must provide a statement confirming that, if their proposal is accepted, they shall sign the *Redemption Centre Service Agreement*⁶ within ten (10) business days of being notified that they are the successful proponent [**P/F**].

Note 6: The *Redemption Centre Service Agreement* will incorporate the content of this RFP (including any issued amendments), the successful proposal and any other relevant terms. All proponents should request a copy of the Agreement in order to prepare their proposal by contacting Encorp.

- 6.1.2 Proponents must provide evidence of, or evidence of their ability to secure for their primary facility:
- ✓ Commercial General Liability (CGL) insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and general aggregate limit; and
 - ✓ Property insurance⁷ for building and/or contents.

Copy of declarations page(s) for each policy is sufficient [**P/F**].

Note 7: Encorp recommends coverage that is sufficient to cover full replacement value.

- 6.1.3 Proponents must provide evidence of Workers' Compensation Board (WCB) insurance⁸ (copy of Letter of Good Standing is sufficient) or a statement declaring WCB exempt status [**P/F**].

Note 8: WCB insurance is required where three workers or more, including the owner, will handle all business activities in the proposed primary facility. Two workers or less, including the owner, qualifies for WCB exempt status.

- 6.1.4 Proponents must provide evidence of, or evidence of their ability to secure, a business operating line of credit in an amount not less than \$20,000 from a financial institution of their choice [P/F].
- 6.1.5 Proponents must provide a statement confirming that they agree to a credit check⁹ to be conducted by and at the discretion of Encorp [P/F].

Note 9: Where, in the sole opinion of Encorp, a credit check is deemed unsatisfactory, it shall cause the proponent's proposal to be disqualified from further consideration.

- 6.1.6 Proponents must disclose any perceived or real conflict of interest which the proponent believes may or does exist after reviewing Section 5.0 (Conflict of Interest) and a description of how the proponent intends to deal with a conflict of interest if their proposal is successful OR provide a declaration that the proponent believes there is no conflict of interest¹⁰ [P/F].

Note 10: Failure by a preferred proponent to disclose any potential conflict of interest in their response to this RFP and which Encorp subsequently deems to be real shall result in immediate disqualification of the preferred proposal.

- 6.1.7 Proponents must complete and sign the Acceptance of Requirements Form ([Appendix B](#)) [P/F].

6.2 Administrative

The following are administrative requirements:

- 6.2.1 A hardcopy of the proponent's full business registration profile as published on the Service New Brunswick Corporate Registry (www2.snb.ca/content/snb/en/sites/corporate-registry.html)¹⁰. This should be the complete profile, showing all registration details, including (i) the company's legal name as appropriate for use in a potential contract, (ii) the business registration number, (iii) the current status of registration at the time of your proposal submission and (iv) the most recent registration renewal date. If your registration is not in good standing (status other than 'active'), describe your plan to correct this should your company be selected as the preferred proponent emerging from this RFP; OR, if your company is not registered in NB, describe your plan to become registered in NB should your company be selected for a contract emerging from this RFP. If located outside NB, the proponent should be prepared for Encorp to request evidence of equivalent registration in the proponent's own jurisdiction, as part of the evaluation. If the proponent is unable to provide it, this may adversely impact any potential award.

Note 10: If the proponent is an individual whose proposal is submitted under their personal name, as shown in their proposal, business registration is not required. In this case only, the proponent can disregard the requirements in 6.2.1 if desired, or optionally include the following text in their proposal for this sub-section: "This proposal is submitted under the proponent's personal name. Therefore, a business registration profile is not included."

Any sub-contracting of services by the successful proponent(s) is subject to prior approval by Encorp.

- 6.2.2 The name, title, address, phone number and/or email address of the person(s) representing the proponent's company who will be legally responsible for all contractual and financial issues which may arise as a result of responding to this RFP.
- 6.2.3 The name, title, address, phone number and/or email address of the person(s) duly authorized by the proponent's company to respond to Encorp on all matters related to the content of the response to this RFP.
- 6.2.4 Provide written submissions from two (2) references. Each written submission should include:
- ✓ key contact information, including name, title, phone number and/or email address;
- AND**
- ✓ a brief description of the services provided by the proponent;
 - ✓ a clear indication as to whether or not the services are or were satisfactory with respect to customer service/client interaction, quality, timely delivery, resolution of service issues, adherence to contract requirements, etc.
- OR**
- Where a proponent has not previously operated a business, the written submission from each reference should include:
- ✓ a brief description of their relationship to the proponent; and
 - ✓ an opinion which speaks to the general character and aptitude of the proponent to operate their own business.
- 6.2.5 The proposal format reflects substantial adherence to the instructions provided.

6.3 Technical Response

- 6.3.1 Provide a description of the proposed primary facility and equipment that the proponent intends to use in providing RC services for **Rogersville and surrounding area**, including:
- ✓ civic address of the primary facility;
 - ✓ approximate age and structure type (e.g. wood frame, steel);
 - ✓ total square footage;
 - ✓ loading area(s)/dock(s) and exits;
 - ✓ forklift and/or pallet jack (make, model, approximate age and general condition);
 - ✓ heating and ventilation systems;
 - ✓ fire suppression equipment/systems and worker safety stations;
 - ✓ indoor and outdoor security equipment/systems;
 - ✓ yard surface (e.g. gravel or paved);
 - ✓ current floor plan and photos relevant to the above; and
 - ✓ any other detail, specific to the primary facility and/or equipment, that you wish to disclose.
- IF APPLICABLE**, where a satellite service model is proposed, also provide:
- ✓ civic address of the satellite service location;
 - ✓ a description of the vehicle and equipment (e.g. cube van, enclosed trailer) that will be set-up/used to provide RC services at the satellite location, including any available diagram and/or photos; and
 - ✓ any other details, specific to the proposed satellite service, that you wish to disclose.

6.3.2 Provide details regarding experience and capabilities. Experience with previous or existing comparable service agreements should be highlighted in a response. Capabilities may relate to existing business activities which may support/complement an RC operation including, but not limited to, human and capital resources, experience in customer service, existing facility setup, capacity to accommodate business growth/expansion, etc. Also, describe any similarities or differences with respect to current service agreements which may be of benefit or present a challenge if selected as a service provider for Encorp.

6.3.3 Provide a business plan for your intended RC operation in full consideration of the Scope of Work as set out in Section 4.0. The plan should include but not necessarily be limited to:

- ✓ An existing or proposed layout of the primary facility that will accommodate the required services for **Rogersville and surrounding area**. Where an add-on business model is proposed, identify areas for customer receiving and office pay station/window, materials counting and sorting tables/area, materials and supplies storage, shipping/receiving, as well as location of lunchroom and washroom. Where a satellite service model is proposed, identify areas for applicable activities. The layout should also identify any space(s) intended/required for any additional opportunities related to other designated materials, e.g. leftover paint and/or end-of-life electronics.
- ✓ An enhanced/modified version of the floor plan requested in 6.3.1 above will be satisfactory;
- ✓ Proposed staffing levels to provide adequate and appropriate customer and materials handling services;
- ✓ Any proposed additional hours and days of operation beyond the required minimum hours of operation and an explanation as to why additional hours/days are proposed;
- ✓ Intentions for growing the customer base along with the RC business over the first three years of operation, identifying how you expect this growth to occur and by how much (maximum one page);
- ✓ Identification of intended source(s) of funding for necessary startup costs to provide RC services (e.g. equipment/vehicle financing) and re-payment/amortization timeframes; and
- ✓ An Income Statement (budget) for the first twelve (12) months of operations for the proposed RC business using the Template provided below as a guide.

IF APPLICABLE, and where the proposed RC business would co-exist in the same facility with other current business activity of the proponent, and certain expenses may be reasonably shared, beside each line item show only the amount you would allocate to the RC business and indicate what percentage of the full expense (for all businesses operated by the proponent in the same facility) that it represents.

Income Statement (Budget) Template

	Amount	% of Full Cost
Estimated Annual Revenue		
Used Beverage Containers	\$	N/A
Refillable Beer Bottles		N/A
Other – identify source(s)		N/A
Total Estimated Annual Revenue	\$	
 Estimated Annual Expenses		
Mortgage/Rent/Lease	\$	%
Heat and Lights		%
Phone and Internet		%
Insurance (CGL, Property, other)		%
Equipment (forklift, other)		%
Wages and Benefits		%
Miscellaneous		%
Other		%
Owner's Drawings		%
Estimated Net Profit/(Loss)	\$	

Advisory: This Template is a guide only and proponents must use their own discretion in determining appropriate revenue and expense line items to be included and corresponding amounts.

- 6.3.4 Provide details of your existing or proposed employee health and safety program which satisfies requirements under the New Brunswick *Occupational Health & Safety Act* (laws.gnb.ca/en/pdf/cs/O-0.2.pdf) and applicable sections of the Work Safe NB Acts and Regulations (www.worksafenb.ca/policy-and-legal/legal/acts-and-regulations).

To help Encorp better understand the sustainable attributes for this contract award, the proponent should prepare the following:

- 6.3.4.1 A description of how the RC services you are proposing will be provided in a sustainable manner (e.g. considering greenhouse gas reduction, waste reduction, worker health and safety, and local economic development).

7. PROPOSAL SUBMISSION PROCEDURES

7.1 Closing Date

Proposals must be received by **3:00 p.m. (AST), July 5, 2024**, and shall be delivered **by email, regular mail, courier or in-person** to:

Gilles Doucette
Director of Operations
Encorp Atlantic / Encorp Atlantique
505 St. George Street, Unit D
Moncton, NB, E1C 1Y4

All proposals delivered by regular mail, courier or in person are to be sealed and clearly marked "**Proposal – redemption centre services for Rogersville and surrounding area**". Receipt of proposals will be acknowledged by email where an email address has been provided and is visible on the exterior of the sealed proposal submission. Proposals received after the closing date and time will not be considered. Proposals received via fax will not be considered.

7.2 Format

Proposals are to be submitted in a format that adheres to the numbering as presented in Sections 6.1 through 6.3 inclusive. One double-sided print unbound original and two double-sided print bound copies clearly marked COPY are to be provided plus one electronic version sent via email.

7.3 Disqualification

Proposals should be concise and must address all mandatory requirements detailed in this RFP document. Failure to do so will cause the proposal to be deemed non-compliant and, therefore, immediately disqualified. Disqualified proposals shall not receive further consideration.

7.4 Addenda

Any interpretation or change in the RFP document prior to the closing date will be made by written addendum, which will be numbered, dated and sent to all known proponents and posted to the Encorp Atlantic website (encorpatl.ca/encorp-atlantic/business-employment-opportunities/).

These addenda shall become part of the RFP document. It is the responsibility of the proponent to ensure that they have received all addenda or other instructions issued by Encorp during the RFP open period.

7.5 Clarifications

Clarifications requested by a proponent must be submitted to the Director of Operations by email (RFP@encorpatl.ca) not less than 5 business days prior to the RFP closing date. Clarifications requested less than 5 days prior to the closing date cannot be guaranteed a response. Requests for verbal clarification will not be entertained. Significant clarifications will be made in the form of an addendum which will be sent to all known proponents and posted on the Encorp Atlantic website.

7.6 Amendment or Withdrawal of Proposal

Proponents may amend proposals submitted prior to the Closing Date by submitting a new proposal with “Revised” written into the proposal submission. Amended proposals received after the Closing Date will not be considered.

Proponents may withdraw their proposal at any time throughout the RFP process prior to execution of a *Redemption Centre Service Agreement*.

7.7 Ownership of RFP Responses and Access to Information

All documents, including RFP responses, submitted to Encorp become the property of Encorp. Any information the proponent considers ‘personal information’ or ‘confidential information’ because of its proprietary nature should be marked as “confidential” and will be subject to appropriate consideration **but** cannot be guaranteed protection from disclosure.

Encorp maintains the right to make additional copies of all responses for its internal evaluation process and provide copies to the Evaluation Committee, staff, advisors, or other entities which may support the Evaluation Committee.

8. PROPOSAL EVALUATION PROCEDURES

8.1 Opening

All proposals will be opened at the offices of Encorp in accordance with any relevant information supplied with this RFP document.

8.2 Evaluation Committee

An Evaluation Committee comprised of representatives of Encorp, and potentially others shall evaluate the proposals. To assist in the evaluation of the responses, the Evaluation Committee may, but is not required to:

- Conduct reference checks relevant to the proposal with any or all of the references cited in a response to verify any and all information regarding a proponent and rely on and consider any relevant information from such cited references in the evaluation of responses; and/or
- Conduct any background investigation(s) that it considers necessary in the course of the evaluation process, e.g. obtain the proponent’s consent to provide evidence of criminal background check or provide evidence of current account status respecting any applicable Canada Revenue Agency (CRA) remittances,

and rely on and consider any relevant information resulting from such background investigation(s) in the evaluation of responses; and/or

- Conduct an in-person interview or site visit with a proponent prior to final evaluation of a proponent's Technical Response and rely on and consider any relevant information from such interview or site visit in the evaluation of responses.

8.3 Scoring

The Evaluation Committee shall evaluate all submissions against a uniform set of Proposal Evaluation Criteria ([Appendix C](#)).

The proposals will be evaluated using the following process:

Step 1: Verify each proposal is compliant with the Mandatory (**PASS/FAIL**) Criteria identified in Section 6.1. Any proposal that does not meet all of the Mandatory Criteria will be disqualified at this step and shall receive no further consideration.

Step 2: For proposals meeting all of the Mandatory Criteria, each will undergo a preliminary evaluation of the Administrative and Technical Response criteria. A minimum qualifying score of 90 (out of 150) is required at **Subtotal A** for the proposal to receive further consideration.

Step 3: For all proposals that achieve or exceed the minimum qualifying score on the Administrative and Technical Response criteria, the Evaluation Committee will identify a preferred proposal which shall normally be the highest-scored proposal determined in Step 2.

Step 4: The Evaluation Committee shall arrange a site visit with the preferred proponent to verify proposal information and/or validate scoring of the proposal prior to selecting the successful proponent.

Step 5: Following the site visit, the Evaluation Committee will re-visit the Technical Response component of the preferred proposal to arrive at a Final Score which shall normally, subject to Step 6, determine the successful proponent.

Step 6 (if necessary): Where an adjusted Final Score of the proposal first identified in Step 3 above no longer makes it the preferred proposal, the Evaluation Committee may, at its sole and unfettered discretion, identify a new preferred proposal in a manner consistent with this process.

Tie Breaker

Where two or more proposals achieve the same highest score, Encorp shall defer to Section 10.1.3 of this RFP in determining the preferred proposal.

The Evaluation Committee shall conduct its business in a non-partisan manner at all times.

8.4 Notification

The successful proponent shall be notified by email or regular mail of the acceptance of their proposal following completion of the proposal evaluation process.

8.5 Awarding of Contract

The awarding of any the *Redemption Centre Service Agreement* as a result of this RFP shall be at the sole discretion of Encorp. Encorp reserves the right to either award the Agreement to the most effective proponent as determined by the evaluation criteria or to not make an award if none of the proposals received represents an acceptable level of value and risk in the opinion of the Evaluation Committee.

In the event that Encorp and a successful proponent are unable to finalize and enter into an Agreement within ten (10) business days of Encorp notifying the proponent that it was a successful proponent, Encorp shall have the right at its discretion to enter into negotiations with the next highest scored proponent for the award of the Agreement, and Encorp shall have no other responsibility to the original successful proponent with whom the Agreement could not be finalized.

9. LIABILITY FOR ERRORS

While Encorp has made efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP, including materials incorporated by reference or made available in connection with this RFP, is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by Encorp, nor is it necessarily comprehensive or exhaustive.

The proponent, by submitting a proposal, agrees that it will not claim damages, including damages incurred by the proponent in preparing its proposal or for matters relating to the *Redemption Centre Service Agreement* or in respect to the competitive process, and the proponent by submitting a proposal, waives any claim for loss of profits if no Agreement is made with the proponent.

10. RESERVATION OF RIGHTS

Encorp reserves the following rights:

- To reject any proposal not meeting the requirements as outlined in the RFP document.
- To reject any or all proposals if deemed unsatisfactory or fail to meet the mandatory requirements.
- To accept or reject any or all proposals, or to accept any proposal deemed most satisfactory and in the best interests of Encorp, which shall be determined at the sole, unfettered discretion of Encorp.
- To waive formality, informality or technicality in any proposal of a non-material nature.
- To enter into negotiations with another of the proponents submitting a proposal prior to a final award.
- To reject the highest-scored proposal, or any proposal, at Encorp's sole discretion.
- To cancel this RFP at any time.

11. DISCLAIMER

This RFP document does not constitute an offer, nor promise to offer to enter into any business agreement or relationship, nor should any intent to enter into a *Redemption Centre Service Agreement* or relationship be construed. It is a guidance document to assist proponents in preparing a proposal to provide RC services for **Rogersville and surrounding area** for Encorp.

This RFP implies no obligation on Encorp to accept any proposal submitted. Encorp shall not be responsible for any costs incurred by proponents in preparing a response to this RFP document or by participating in this RFP.

APPENDIX A

PRODUCT/SORT REQUIREMENTS

SORT LIST

- 1 ALUMINUM
- 2 PET (ALCOHOL) 
- 3 PET (NON-ALCOHOL) / HDPE TRANSLUCENT  
- 4 OTHER PLASTICS / POUCHES     
- 5 GLASS (GREEN) 
- 6 GLASS (GREEN) - LARGE (ALCOHOL)
- 7 GLASS (CLEAR) 
- 8 GLASS (CLEAR) - LARGE (ALCOHOL)
- 9 GLASS (BROWN) 
- 10 GLASS (BROWN) - LARGE (ALCOHOL)
- 11 REFILLABLE GLASS (BEER)
- 12 CARTONS (POLYCOAT CONTAINERS & WINE BOXES)
- 13 STEEL

LARGE: > 500ml

 SHARE SAME BULK BAG/TUB

APRIL 2024



APPENDIX B

ACCEPTANCE OF REQUIREMENTS

On behalf of _____, I hereby certify that:

- a. We have read, understood the RFP (No. _____) and issued Addenda No. ___ to ___ and we accept the terms of the mandatory requirements;
- b. We agree to the mandatory requirements;
-
- c. We declare that there is _____ conflict of interest between the company and Encorp as defined in Section 5.0 of the RFP; and
- d. We have provided evidence of our ability to meet the mandatory requirements contained in this Request for Proposal, identified by the terminology “**must**” or “**shall**” or indicated as Pass/Fail [P/F].

We understand that if, during the evaluation process, Encorp Atlantic / Encorp Atlantique concludes that we have made any misrepresentation in our response regarding such minimum requirements, we will be disqualified from this competition.

Name of Executive Sponsor (print): _____

Signature of Executive Sponsor: _____

Title of Executive Sponsor: _____

Date: _____

Note: Executive Sponsor is normally the Senior Responsible Owner

APPENDIX C

PROPOSAL EVALUATION CRITERIA

Proposal Evaluation Criteria				
<u>Section</u>	Criterion	Relevance/ Maximum Score	Minimum Score Required	Proposal Page Number
6.0	Proposal Requirements			
6.1	Mandatory			
	6.1.1 Confirmation statement– shall sign contract within 10 days	P/F		
	6.1.2 Evidence – CGL (\$2M) and Property insurance	P/F		
	6.1.3 Evidence – WCB insurance OR Statement of Exempt Status	P/F		
	6.1.4 Evidence – Business Operating Line of Credit (\$10,000)	P/F		
	6.1.5 Confirmation statement – agree to credit check	P/F		
	6.1.6 Conflict of interest disclosed or statement that there is no conflict	P/F		
	6.1.7 Acceptance of Requirements form completed and signed	P/F		
6.2	Administrative			
	6.2.1 Full business registration profile OR submitted under personal name		2	
	6.2.2 Contact re: contractual/financial issues relating to response to RFP		2	
	6.2.3 Contact re: all matters relating to response to RFP		2	
	6.2.4 Written submission from two (2) references		12	
	6.2.5 Proposal format reflects substantial adherence to instructions provided		2	
6.3	Technical Response			
	6.3.1 Provide description of proposed facility and equipment		30	
	6.3.2 Provide detail regarding experience and capabilities		35	
	6.3.3 Provide a business plan		40	
	6.3.4 Detailed description of health and safety program that meets legislation		15	
	6.3.5 Commitment to sustainable prosperity and sustainable service delivery		10	
	Subtotal A – Qualifying Score		150	90
	SITE VISIT			
	Adjustment to preliminary evaluation scores for Section 6.3 (+) or (-)			
	Maximum Final Score Possible		150	

Legend: P/F = Pass/Fail