



Appendix D: General RFP Process Rules

Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda. Per section 3.2 of the RFP, this RFP requires that service providers be prepared to potentially transition to a new EPR operating model and the transition will include the need to reassign any contracts to the management of the PRO.

A proposal must be signed by a person authorized to sign on behalf of the Bidder with the intent to bind the Bidder to the RFP and to the statements and representations in the Bidder's proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Bidder identifying the RFP and including a signature of an authorized representative of the Bidder that confirms the Bidder's intent to be bound.

Certificate of Independent Bid

Bidders must complete and submit [Appendix H: Competition – Certificate of Independent Bid](#) with its bid package. Failure to do so will automatically disqualify the bidder and Recycle NB will not review the bidder's submittal.

Late Proposals

Proposals will be marked with their receipt time upon receipt via email. Only complete proposals received and marked before the deadline will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by RNB will prevail whether accurate or not.

Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise. Please note pricing requirements outlined in the RFP.

Completeness of Proposal

By submitting a proposal, the Bidder warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

Changes to Proposals

By submitting a clear and detailed written notice, the Bidder may amend or withdraw its proposal before the deadline. Unless the RFP otherwise provides, Bidders should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon deadline, all proposals become irrevocable. The Bidder will not change any part of its proposal after the deadline unless requested by RNB for purposes of clarification.



Conflict of Interest

A bidder must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Bidder to communicate for this purpose directly or indirectly with any employee, contractor or representative of RNB, including members of the evaluation team and any RNB Board members, or with the media, may result in disqualification of the Proponent.

Subcontractors

Unless the RFP states otherwise, RNB will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Bidder and that will have sole responsibility to deliver the services under the Contract. RNB will enter into a Contract with the Bidder only. The evaluation of the Bidder will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

All subcontractors, including affiliates of the Bidder, should be clearly identified in the proposal.

A Bidder may not subcontract to a firm or individual whose current or past corporate or other interests, may, in RNB's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of RNB involved in preparation of the RFP, participating on the evaluation team or in the administration of the Contract. If a Bidder is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Bidder should consult with the RNB contact prior to submitting a proposal. By submitting a proposal, the Bidder represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of RNB.

Evaluation

Proposals will be assessed in accordance with the evaluation criteria. RNB will be under no obligation to receive further information, whether written or oral, from any Bidder. RNB is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

RNB may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a New Brunswick based supplier.

Contract

By submitting a proposal, the Bidder agrees that should its proposal be successful the Bidder will enter into a Contract with RNB on substantially the same terms and conditions set out in [Appendix I: General Contract Terms](#) and such other terms and conditions to be finalized to the satisfaction of RNB, if



applicable. Bidder agrees that if and when the regulation is amended, the contract can be assigned to the management of the RNB's PRO of choice.

Written notice to a Bidder that it has been identified as the successful Bidder and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Bidder will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to RNB within thirty (30) days of notification of the successful Bidder, RNB may, at its sole discretion at any time thereafter, terminate discussions with that Bidder and either commence finalization of a Contract with the next qualified Bidder or choose to terminate the RFP process and not enter into a Contract with any of the Bidders.

Debriefing

At the conclusion of the RFP process, all Bidders will be notified. Bidders may request a debriefing meeting with RNB.

Bidders' Expenses

Bidders are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with RNB, if any. RNB will not be liable to any Bidders for any claims, whether for costs, expenses, damages or losses incurred by the Bidder in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

Limitation of Damages

By submitting a proposal, the Bidder agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its proposal and the Bidder, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Bidder.

Liability for Errors

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

No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit RNB in any way to award a Contract.



No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

Legal Entities

RNB reserves the right in its sole discretion to:

- disqualify a proposal if RNB is not satisfied that the Bidder is clearly identified;
- prior to entering into a Contract with a Bidder, request that the Bidder provide confirmation of the Bidder's legal status (or in the case of a sole proprietorship, the Bidder's legal name and identification) and certification in a form satisfactory to RNB that the Bidder has the power and capacity to enter into the Contract;
- not to enter into a Contract with a Bidder if the Bidder cannot satisfy RNB that it is the same legal entity that submitted the Bidder's proposal; and
- require security screenings for a Bidder who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Bidder or to approve a subcontractor or key personnel that fail to pass the security screenings to RNB's satisfaction.

Reservation of Rights

In addition to any other reservation of rights set out in the RFP, RNB reserves the right, in its sole discretion:

- to modify the terms of the RFP at any time prior to the Deadline, including the right to cancel the RFP at any time prior to entering into a Contract with a Bidder;
- in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- to waive any non-material irregularity, defect or deficiency in a proposal;
- to request clarifications from a Bidder with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Bidder, and consider such clarifications in evaluating the proposal;
- to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with RNB, or any material error, omission or misrepresentation in the proposal;
- at any time, to reject any or all proposals; and
- at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.



Ownership of Proposals

All proposals and other records submitted to RNB in relation to the RFP become the property of RNB and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence.

Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Bidder to prepare and submit a proposal.

Confidentiality Agreement

The Bidder acknowledges that prior to the Deadline it may be required to enter into a confidentiality agreement with RNB in order to obtain access to confidential materials relevant to preparing a proposal.

Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Bidders should submit the alternative approach in a separate proposal.

Collection and Use of Personal Information

Bidders are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Bidders to provide RNB with personal information of employees who have been included as resources in response to the RFP, Bidders will ensure that they have obtained written consent from each of those employees before forwarding such personal information to RNB. Such written consents should specify that the personal information may be forwarded to RNB for the purposes of responding to the RFP and used by RNB for the purposes set out in the RFP. RNB may, at any time, request the original consents or copies of the original consents from Bidders, and upon such request being made, Bidders will immediately supply such originals or copies to RNB.