



REQUEST FOR PROPOSAL (RFP)

Service Agreement Review

Prepared by: Beverage Container Management Board (BCMB)
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1. BACKGROUND

The Beverage Container Management Board (BCMB) is a Delegated Administrative Organization (DAO) created through legislation to aid the Ministry of Environment and Protected Areas in achieving its goals and objectives. The BCMB is charged with the responsibility of regulating Alberta's beverage container recycling system and leads the development of policies and programs that enable the recycling of beverage containers in Alberta. The BCMB is a non-profit organization incorporated under the Societies Act of Alberta and operates with a 13-person stakeholder board with equal nomination from beverage manufacturers, depots, and the public, as well as a non-voting representative from the government of Alberta.

The BCMB and its industry stakeholders work in partnership to ensure the collection and processing of used beverage containers for purposes of recycling those containers. For further information on our organization please go to our website at www.bcmb.ab.ca.

Three key stakeholders that contribute to Alberta's common collection system for non-refillable beverage container recycling are: a) the Alberta Beverage Container Recycling Corporation (ABCRC), also referred to as the Collection System Agent (CSA); b) the Alberta Bottle Depot Association (ABDA); and c) the depot network.

- a) ABCRC: Manufacturers of beverages in non-refillable containers for sale or distribution in Alberta have appointed ABCRC as the collection system agent of the common collection system for the recovery and recycling of non-refillable registered containers from depots. ABCRC, as the CSA, handles approximately 98% of all system volume.. The CSA may only purchase registered non-refillable beverage containers from permitted depots. The CSA refunds the deposit value and pays a handling commission to depots for each container collected. More information is available on their website at www.abcrc.com
- b) ABDA: The ABDA is a membership organization representing beverage container depots in Alberta. The ABDA has been deemed under BCMB by-law as having the responsibility of representing the depots in the areas of handling commissions and service agreements. More information is available on their website www.abda.ca
- c) Depot Network: The BCMB permits all depots in Alberta. There are 221 depots in approximately 160 communities throughout Alberta. Depots are privately owned and independently operated. Depots accept registered used beverage containers from the public, refunding the deposit to the public. Depots sort, prepare and sell all non-refillable beverage containers to the CSA.

The BCMB is responsible for administering the Beverage Container Recycling Regulation (BCRR). Under the BCRR the BCMB is required to make by-laws prescribing the manner and frequency of container collections from depots, by the CSA and prescribing the manner and frequency of payments to depot operators by the CSA (manufacturers of non-refillable containers delegate these responsibilities to the CSA). The BCMB has delegated the details of these operating items to the ABCRC and ABDA through the Service Agreement. The Service Agreement is a contractual agreement between the ABCRC and the ABDA and outlines the roles and responsibilities of the Parties, together with agreed upon processes and procedures, practices, and standards relating to the services performed by Depots for the CSA under the Agreement.. Under by-law, the BCMB is required to approve the Service Agreement, which typically operates under a three-year term.

2. SCOPE OF SERVICES

To ensure the operations of the common collection system are effective and meeting the needs of all parties, the BCMB is undertaking a review of the Service Agreement and applicable by-law. The BCMB is seeking to engage a highly credible and independent third-party with strong expertise in supply chain and logistics management, preferably with an understanding of regulated industries, to provide the BCMB Board with recommendations that apply within the unique context of Alberta's regulated beverage container recycling system.

The BCMB anticipates this engagement be conducted in three phases as outlined in the sections below.

Phase 1: Recommendations to Improve Service Agreement

1. Review the following documents (available publicly at bcmb.ab.ca):
 - a. Beverage Container Recycling Regulation;¹
 - b. CSA By-law;²
 - c. Depot By-law;³
 - d. ABDA/ABCRC Service Agreement;⁴
 - e. CSA Operating Agreement;⁵
 - f. Ownership of Beverage Container Shipment Policy;⁶
 - g. [BCMBs 2024-2026 Business Plan](#)
 - h. Other information to be provided to selected candidate as required.
2. Review roles and responsibilities of each organization:
 - a. Interview and obtain feedback from the ABCRC;
 - b. Interview and obtain feedback from the ABDA and/or an identified pool of depots (Metro/Urban/Rural);
 - c. Interview and obtain feedback from the BCMB management.
3. Make recommendations on best practices related to the efficiency and effectiveness of the common collection system as applicable to the Service Agreement and applicable BCMB by-law, including:
 - a. Operating standards and processes;
 - b. Consequences and/or penalties for failing to adhere;
 - c. Dispute resolution processes (*Dispute resolution mechanisms for when either party feels standards/requirements are not met, and whether BCMB should be party to this process*);

¹ [2021.Beverage.Container.Recycling.Regulation.pdf \(bcmb.ab.ca\)](#)

² [2021.11.24.CSA.Bylaw.BOARD.APPROVED.pdf \(bcmb.ab.ca\)](#)

³ [2024.02.21.Depot.By-law.BOARD.APPROVED.pdf](#)

⁴ [2022.08.23.ABDA.ABCRC.Service.Agreement.APPROVED.pdf](#)

⁵ [2021.11.24.CSA.Operating.Agreement.APPROVED.pdf](#)

⁶ [2018.11.07.Ownership.of.Beverage.Container.Shipment.Policy.BOARD.APPROVED.pdf](#)

- d. Process and procedure changes – incorporation of innovation, integration of new processes and systems. Recommendations must reflect the stakeholders shared goal of system level integration and standardization of technology and processes;
- e. Areas of confidentiality and access to system information /areas of shared data and reporting;
- f. Information sharing protocols;
- g. Continuous service delivery protocols;
- h. Identify a recommended review period for the agreed term of the Service Agreement, including options for updating prior to renewal.

Phase 2: Recommendations to Measure Satisfaction with Service Agreement

1. Provide recommendation to the BCMB on determining satisfaction with Service Agreement, including:
 - a. Targets and measures, which enable BCMB to monitor the continuous adherence to effective operating standards and processes within the Service Agreement;
 - b. High level operating principles for by-law;
 - c. Updated (industry/ operational) standards, measures, and processes and innovative practices, to the current Service Agreement, based on identified improvement opportunities;
 - d. Any other significant findings that resulted from the review of the current Service Agreement and best practice research.

Phase 3: TBD – Mediation/Negotiation

1. May require mediation or negotiation services pertaining to implementation of new agreement (as determined necessary at a later date)

Please see further information below that applies to all Phases.

Deliverables, Reporting and Communication to the BCMB

The selected proponent must develop detailed written reports containing recommendations supported by defensible rationale, provided to the BCMB at the conclusion of each phase and summarized by a final report at the conclusion of the project which will be shared with the stakeholders. In addition, BCMB anticipates:

- A. Meeting at the end of each phase to discuss the findings and next steps;
- B. Throughout the engagement, the BCMB expects the proponent to provide regular communications, including attendance and presentations at BCMB Committee and/or Board meetings as needed;
- C. One Report at the end of Phase 1, satisfying all Phase 1 requirements as outlined above in Phase 1, item 3 and implementing feedback and information as obtained in Phase 1, item 2.
- D. One report at the end of Phase 2, satisfying all Phase 2 requirements as outlined above.

Please Note: The intent of this project is to provide the BCMB with recommendations and best practices to inform the BCMB so that the BCMB is well positioned to evaluate any proposed Service Agreement submitted by ABCRC and ABDA and to develop a new Service Agreement if necessary.

3. TIMING

This engagement is anticipated to begin on November 12, 2024, and be completed by March 21, 2025. Commitment to meet the launch timeline is a critical component of project success. The proposal must provide a detailed outline of the timeframe and tasks within each phase as noted above.

4. BUDGET

Proponents are expected to provide a detailed cost proposal outlining their fees and expenses based on the scope of work.

BCMB is requesting that Phases 1 & 2 be quoted together, and an hourly rate for Phase 3 be provided, should the proponent feel suitably qualified to complete it, in the case that the BCMB requires it.

5. RFP RESPONSE REQUIREMENTS

All responses must be sent via email to the contact noted in Section 11 of this RFP. No paper submissions will be accepted.

In your response, please provide the following:

1. Project Understanding – Demonstrate a thorough understanding of the project context, scope, and objectives, including identification of required information to facilitate assessment and recommendations;
2. Methodological Approach - A description of the approach to the required scope of services;
3. Proposed Deliverables – A list of deliverables following the Service Agreement review;
4. Schedule - Statement committing to the schedule noted in section 3 and a detailed outlined as requested above. Should alternative timelines be suggested, please provide the rationale or preferred alternatives.
5. Qualifications - Description, timing and scope of similar work assignments:
 - a. Experience with similar projects completed, including summaries of outcomes achieved;
 - b. Two references from previous clients for whom the firm has completed similar work, including contact information;
 - c. Examples of relevant experience in supply chain and logistics management, including best practice methodology;
 - d. If available, examples of relevant industry experience/understanding related to regulated environments.
6. Conflicts of Interest – proponents to identify and describe any past work or engagements with Alberta’s beverage container recycling industry, including ABCRC and ABDA.
7. Pricing - Pricing proposal

6. SCHEDULE OF THE RFP PROCESS

The schedule of the RFP Process is as follows:

EVENT	DATE
1. RFP Issued	September 3, 2024
2. Proponent Questions: questions and answers to be provided to all applicants via a public forum weekly	September 10-October 4, 2024
3. Submission Deadline	October 8, 2024 14:00 (MST)
4. Interviews with Short Listed Proponent Candidates	October 15-18, 2024
5. BCMB Selection of Proponent	October 28, 2024
6. Contract Negotiation	November 4-8, 2024
7. Project Kick-off	November 12, 2024
8. Project End-date	March 21, 2025

7. CONFIDENTIALITY

BCMB reserves the right to share RFP responses to the extent required to make an informed decision on the selected candidate. RFP responses will not be shared with other proponents.

By submitting a proposal, the proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the BCMB on a confidential basis as a result of or during the course of the RFP process.

The BCMB is required to comply with Alberta’s Freedom of Information and Protection of Privacy Act (FOIP) in the course of carrying out its powers, duties and functions. Proponents are asked to identify information contained in their proposals that is submitted on a confidential basis. Subject to its obligations under FOIP, the BCMB will hold in confidence any such information submitted by a proponent. However, the BCMB reserves the right to distribute information about any proposal internally to its own directors, officers, employees, stakeholders, and to its consultants.

All work, findings, and reports completed by the chosen proponent have the potential to be circulated publicly.

8. GENERAL CONDITIONS

Proponents are solely responsible for their own expenses in preparing a submission and for subsequent negotiations with the BCMB. The BCMB will not be liable to any proponent for costs, expenses, damages, loss of anticipated profit or any other claims by a proponent in connection with or arising out of this RFP.

By participating in this RFP process, the proponent agrees that neither the BCMB nor its directors, officers, employees, agents or other representatives shall be liable to the proponent for any action, cause of action, suits, debts, dues, sums of money, damages, costs, claims and demands of every nature and kind at law or in equity or under statute whatsoever arising out of or in any way connected with this RFP or the performance of any work or services in relation to this RFP.

The proponent further agrees that the award of approved status in connection with this RFP is in the sole discretion of the BCMB and in no event shall the proponent seek injunctive or other relief to prevent or delay the award of approval in connection with this RFP or the performance of any work or services in relation to this RFP.

This RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any submission will not necessarily be accepted and the BCMB is not bound to enter into a contract with any proponent.

Notwithstanding any other provision in this agreement, the BCMB, in its sole discretion, shall have the right to do any of the following:

- i. Accept any submission;
- ii. Reject any submission;
- iii. Reject all submissions;
- iv. Discontinue this RFP process without obligation or liability to any proponent; and
- v. Negotiate terms with any proponent.

Any submission which does not meet the requirements of this RFP, or which includes qualifications to the requirements of this RFP, may be rejected. However, notwithstanding anything to the contrary contained in this RFP, the BCMB may elect to retain any such submission for consideration and may waive any RFP requirements on such terms and conditions as the BCMB may consider appropriate, and the submission may be considered by the BCMB in the same manner as a submission that fully conforms to the requirements of this RFP.

All unsuccessful submissions will not be retained on any BCMB system.

Note that the BCMB will be the sole owner of the resulting deliverables upon completion of any agreement resulting from this RFP.

9. EVALUATION OF RFP RESPONSES

BCMB will evaluate and select a successful RFP response based on the following information:

1. BCMB will evaluate each RFP response separately against the RFP's requirements.
2. During the evaluation process, RFP respondents may be required to provide additional information, to participate in an interview and/or to clarify statements made in their RFP response.
3. BCMB will rate each RFP response on a scale of 1 (unacceptable) to 10 (exceeds) and will use the following approximate weightings:
 - Knowledge and Project Understanding 25%
 - Relevance and Breadth of Experience/Qualifications 25%
 - Methodological Approach 25%
 - Price/Budget 25%

10. SELECTION OF PROPONENT AND NEGOTIATION OF CONTRACT

If the BCMB selects a preferred proponent, it may enter into a contract with the preferred proponent or enter into negotiations with the preferred proponent to attempt to finalize the terms of the contract including amendments to the scope of services and the price set out in the preferred proponent's proposal.

If at any time the BCMB reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the BCMB may give the preferred proponent written notice to terminate discussions, in which event the BCMB may then open discussions or negotiations with another proponent or proponents or may terminate the RFP.

Notice in writing to a proponent that it has been identified as the successful proponent and the subsequent execution of a written contract will constitute a contract for goods and services and no proponent will acquire any legal or equitable rights relative to the provision of goods and services until the occurrence of both these events.

11. CONTACT

All proponent questions and answers will be provided to all applicants via a public forum weekly.

All submissions are to be directed to:

Name	Julianne Peters, Policy Analyst
Email	JPeters@bcmb.ab.ca