

# Request for Proposal

## Agency of Record for Full-Service Marketing Communications for Divert NS

RFP No. RRFB0078

Issued by

Divert NS



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February 12, 2020

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## LIST OF ACRONYMS

|        |  |
|--------|--|
| AST    | Atlantic Standard Time   |
| CV     | Curriculum Vitae (résumé)                                      |
| FOIPOP | Freedom of Information and Protection of Privacy (Act)         |
| HST    | Harmonized Sales Tax   |
| NS     | Nova Scotia  |
| RFP    | Request for Proposal   |
| RJSC   | Registry of Joint Stock Companies                              |
| RRFB   | Resource Recovery Fund Board, Inc. (operating name: Divert NS) |

## 1.0 Objective

Divert NS requires a full-service Agency of Record (AOR) to provide communications advice and creative marketing services for its province-wide campaigns and programs that target a variety of stakeholders.

The successful proponent shall enter into an Agency of Record Services Agreement with Divert NS and be ready to commence services on or near May 1, 2020.

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

## 2.0 Introduction

Divert NS (registered operating name of Resource Recovery Fund Board, Inc.) is a not-for-profit corporation established in 1996 to administer major components of the Nova Scotia Solid Waste-Resource Management Strategy (1995). Its mission is to work with Nova Scotians to improve our environment, economy and quality of life by reducing, reusing, recycling and recovering resources.

Divert is the appointed administrator of key legislated product stewardship programs including the Beverage Container Deposit-Refund Program and Used Tire Management Program. We manage the province-wide Enviro-Depot™ network and work in partnership with Nova Scotia Environment (NSE), municipalities, industry and academia to promote waste reduction and diversion initiatives through education and awareness.

To learn more about our mission and mandates, visit: <https://divertns.ca/about-us>

## 3.0 Scope of Work

**Advisory:** The successful proponent shall be the sole contracted Agency of Record for Divert NS but should anticipate that it will not be the exclusive provider of all required Services.

### 3.1 The Services

The successful proponent should have a comprehensive understanding of Divert NS and its network of stakeholders and shall have the expertise, resources and capacity to effectively carry out a wide range of assigned<sup>1</sup> communications, marketing and annual initiatives.

These initiatives shall normally include but may not be limited to:

#### **Communications and Marketing**

- ✓ Acting as the advertising agency for Divert NS
- ✓ Providing strategic consultation, advice and planning, creative concept development, design, implementation/execution, and evaluation for advertising and promotional campaigns, and corporate and program communications in print, radio, television and online

- ✓ Providing recommendations/direction with respect to Divert NS' overall strategic marketing and communications goals
- ✓ Providing creative services that normally include but may not be limited to:
  - Advertising campaigns
  - Surveys
  - Writing, editing, design, layout and evaluation
  - Video and audio production
  - Interactive/digital marketing
  - Media planning, buying and analysis.

### **Annual**

- Public awareness advertising campaigns
  - Concept, design, implementation, media buy and evaluation
  - Television, radio, online and print ads
- Divert NS Champion of the Environment Scholarship program
  - Concept, design, media buy and evaluation
  - Print and online ads
- Mobius Awards of Environmental Excellence
  - Concept, design, media buy and evaluation
  - Radio, print and online ads
  - Website updates (<https://divertmobiusawards.ca/>)
  - Scriptwriting
- Enviro-Depot™ Contest
  - Concept, design, implementation, media buy and evaluation
  - Print and online ads
  - Poster
- Program support materials
  - Concept and design
  - Brochures, infographics, signs, etc.

**Note 1:** Divert NS may, at its sole and unfettered discretion, use either internal/in-house resources or an alternate service provider having niche experience/capabilities to carry out certain and specific initiatives above (or components thereof).

### **Outcomes**

All activities and/or deliverables required of the successful proponent are intended to achieve the following desired outcomes:

1. Build and enhance the existing Divert NS brand.
2. Ensure all partners and stakeholders are aware of Divert NS programs and initiatives, including significant accomplishments and successes, and their impact on the environment and economy.
3. Position and promote Divert NS as driving innovative waste reduction and diversion initiatives, and Nova Scotia's culture of refusing to waste.

### Reference Materials

Samples of existing corporate, promotional and educational materials are available online:

- Annual reports, REcap newsletters, brochures, education resources, etc.:  
<https://divertns.ca/resources>
- Television ads, campaign videos, initiative videos, Facebook Live videos:  
<https://www.youtube.com/user/PutWasteInItsPlace/videos>

Proponents seeking additional existing materials may contact Carolyn Pierce at [cpierce@divertns.ca](mailto:cpierce@divertns.ca).

### **3.2 Services Agreement and Term**

Divert NS intends to award a single Agency of Record Services Agreement resulting from this RFP.

The term of the resulting Agreement shall be three (3) years, effective on or near May 1, 2020 and expiring April 30, 2023 (the “Initial Term”) with an option for not more than two (2) annual renewal terms (each being a “Renewal Term”) which may be exercised at the sole and unfettered discretion of Divert NS.

A sample draft services agreement is provided in [Appendix B](#).

**Advisory:** Any sub-contracting of services by the successful proponent is subject to prior approval by Divert NS.

## **4.0 Key Considerations**

### Governing Standards

This RFP shall be governed by the [Atlantic Provinces Standard Terms and Conditions Goods and Services](#).

### Pricing

Proponents are required to submit a completed Pricing Response as presented in [Appendix D](#) which is essentially a budgeting exercise.

All pricing submitted in a response to this RFP must be shown exclusive of Harmonized Sales Tax (HST). For greater clarity, do not include HST.

**Advisory:** Where Divert NS identifies a preferred proposal, the proponent should be prepared to reveal any and all set fees and/or billable rates for services used in completing the Pricing Response. Further, such identified fees and/or rates subsequently accepted by Divert NS (in the successful proposal) shall hold for the Initial Term of any agreement resulting from this RFP.

## 5.0 Conflict of Interest

Proponents must indicate in the Acceptance of Requirements Form ([Appendix A](#)) if a conflict of interest exists. Where a proponent indicates that there may be or is a conflict, written disclosure of the details of such perceived/potential or real conflict of interest must be attached to the completed form.

Divert NS reserves the right to disqualify any proponent that in Divert NS' sole opinion has a perceived/potential or real 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 Divert NS 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 Divert NS will be deemed to be in a conflict of interest.

## 6.0 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 the 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 that adheres to the numbering as presented in Sections 6.1 through 6.4.

### 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 be prepared to sign a Services Agreement<sup>2</sup> within ten (10) days of being notified that they are the successful proponent **[P/F]**.

**Note 2:** The Services Agreement will incorporate the content of this RFP (including any issued amendments) and the successful proposal and any other relevant terms.

- 6.1.2 Proponents must provide their Pricing Response in a separate sealed envelope **[P/F]**.

- 6.1.3 Proponents must provide a statement confirming that they agree to a credit check<sup>3</sup> to be conducted by and at the discretion of Divert NS [P/F].

**Note 3:** Where, in the sole opinion of Divert NS, a credit check is deemed unsatisfactory, it shall cause the proponent's proposal to be disqualified from further consideration.

- 6.1.4 Proponents must disclose in a written statement, a description of any perceived/potential or real conflict of interest which the proponent believes may or does exist after reviewing Section 5.0 (Conflict of Interest) OR simply complete part (c) of the Acceptance of Requirements Form ([Appendix A](#)) declaring that the proponent believes there is no conflict of interest<sup>4</sup> [P/F].

**Note 4:** Failure by a proponent to disclose any perceived/potential conflict of interest in their response to this RFP and which Divert NS subsequently deems to be real shall result in immediate disqualification of the proposal.

- 6.1.5 Proponents must fully complete and sign the Acceptance of Requirements Form ([Appendix A](#)) [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 (Nova Scotia) Registry of Joint Stock Companies (RJSC) website. This should be the complete profile, showing all registration details, including (i) the company's legal name as appropriate for using in a potential contract, (ii) the business registration number, (iii) the current status of registration at the time of proposal submission and (iv) the most recent registration renewal date. If the proponent's registration is not in good standing (status of 'active'), describe the plan to correct this should the proponent's company be selected for a services agreement emerging from this RFP; OR  
Alternately, if the proponent's company is not registered in NS, describe the plan to become registered in Nova Scotia should the proponent's company be selected for a services agreement emerging from this RFP. If located outside Nova Scotia, the proponent should be prepared for Divert NS 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.
- 6.2.2 The name, title, address, phone number and email address of the person(s) who will be legally responsible for all contractual and financial issues that may arise as a result of responding to this RFP.

- 6.2.3 The name, title, address, phone number and email address of the person duly authorized by the proponent to respond to Divert NS on all matters related to the content of the response to this RFP. If same as response to 6.2.2, you may indicate "SAME".
- 6.2.4 Provide written submissions from two (2) current or former client references. The written submission from each reference should include:
- ✓ Key contact information, including name, title, phone number and/or email address;
  - ✓ A brief description of the services provided by the proponent; and
  - ✓ An indication as to whether or not the services/products delivered were satisfactory with respect to quality, creativity, reach, impact, price, deadlines, etc.
- 6.2.5 Provide a set of creative samples for each client reference identified in Section 6.2.4 above.
- 6.2.6 The proposal format reflects substantial adherence to instructions provided.

### 6.3 Technical Response

- 6.3.1 Provide a corporate profile summary, including:
- ✓ Number of years in business;
  - ✓ Ownership and principal leadership;
  - ✓ Core competencies, i.e. in-house services; and
  - ✓ An organizational chart that illustrates the corporate structure/hierarchy specific to the agency/branch proposing to provide the services required as outlined in this RFP. All departments should be identified as well as the number of employees in each department.
- 6.3.2 If applicable, identify those competencies/services that would be sub-contracted to a third party, i.e. outsourced<sup>5</sup>, in order to provide the services required as outlined in this RFP. Identify the intended sub-contractor(s) and their area(s) of responsibility/expertise.

**Note 5:** There is no point value assigned to a response to 6.3.2. Proponents will not lose points in the proposal evaluation process for identifying outsourced competencies/services. However, proponents identifying a more extensive suite of in-house services with less reliance on outsourcing may score higher in their response to 6.3.1.

- 6.3.3 Describe how the agency differentiates itself in the marketplace. In addressing this requirement, you may touch on such things as:
- ✓ Corporate mission or vision statement;
  - ✓ Management style;
  - ✓ Account management;
  - ✓ Project approach, including how the agency familiarizes itself with a new client, as well as strategic and creative processes/philosophy;
  - ✓ Team building/interaction; and
  - ✓ Any other unique attributes.
- 6.3.4 Describe how the agency's experience and capabilities are a "best fit" to provide the services required as outlined in this RFP. In preparing a response, you may touch on such topics as:
- ✓ Background and proficiency with:
    - Social marketing campaigns
    - Mass media campaigns
    - Public relations campaigns
    - Online strategy and planning
  - ✓ Use of consumer research and surveys
  - ✓ Previous or existing comparable account services
  - ✓ Human and capital resources
  - ✓ Nominations and/or awards received in the last five years
  - ✓ Any other unique attributes.
- 6.3.5 Identify all key personnel that would be assigned to the Divert NS account if the proposal is successful. In preparing a response, you should include:
- ✓ Name, current title and years of experience;
  - ✓ Assigned department as identified on the organizational chart (requested in Section 6.3.1);
  - ✓ Area(s) of responsibility/expertise;
  - ✓ Résumé/curriculum vitae (CV) to substantiate the information requested above;
  - ✓ The standard hourly (charge out) rate for services for each person identified; and
  - ✓ Any standard hourly (charge out) blended rate(s) for services that would be introduced either for teams or departments. Please be specific in identifying team members and/or departments attached to any blended rate(s).

6.3.6 Provide a case study reflecting work completed by the agency for one of the following scenarios:

➤ A project that required delivery of a social marketing campaign to change behaviour

OR

➤ A project that required delivery of a mass media advertising campaign, that may have included television, radio, online and/or print components.

For the selected scenario, elaborate on the challenge, creative strategy, execution and measurable results. Also, if applicable, highlight roles of any key personnel who were involved in the project and that would be assigned to the Divert NS account as identified in the response to Section 6.3.5.

6.3.7 Describe the agency's protocols for ensuring projects are delivered both on time and on budget.

6.3.8 Describe the agency's process for billing. In preparing a response, you should touch on:

- ✓ How long it takes to prepare an estimate once parameters have been defined/confirmed for an assignment/deliverable; and
- ✓ Billing frequency.

6.3.9 Divert NS follows, in principle, the Province's commitment of purchasing goods and services in a manner that is better for our economy, our environment, and our communities. To find out more about this government initiative go to:

<https://procurement.novascotia.ca/policies-processes/sustainable-procurement.aspx>

To help Divert NS better understand the sustainable attributes for a Services Agreement awarded under this RFP, the proponent should prepare the following:

- ✓ A statement (maximum 2 paragraphs) that outlines the proponent's commitment to the sustainable prosperity of Nova Scotia (e.g. meeting today's needs without compromising the needs of tomorrow);
- ✓ A description of how the services you are proposing will be provided in a sustainable manner (e.g. considering greenhouse gas reduction, other efficiencies and/or waste reduction and local economic benefit) – be sure to include initiatives of any third-party service providers you intend to sub-contract; and
- ✓ A description of any data currently being recorded that allows you to track or measure the environmental impacts<sup>6</sup> of your business activities (e.g. reduction in consumable goods, using skype rather than travel, etc.) and reporting frequency.

**Note 6:** Divert NS will require regular reporting of this type of data in a standard format to be developed in consultation with the successful proponent.

## 6.4 Pricing Response

Responses for this section must be provided in a separate sealed envelope clearly marked “Pricing Response” and contain a completed template as provided in [Appendix D](#).

The Pricing Response for this RFP is essentially a budgeting exercise and **must** show:

- ✓ A budget amount for each key deliverable for a public awareness advertising campaign
- ✓ A budget amount for each key deliverable for the Mobius Environmental Awards of Excellence
- ✓ A budget amount for each key deliverable for an Enviro-Depot™ Contest
- ✓ Whether the identified key deliverables for each of the three initiatives above will be assigned in-house or outsourced
- ✓ The **Total Budget** for the three initiatives above
- ✓ The proponent’s standard markup on outsourced services
- ✓ Company name, company contact, title, signature and date.

Each budget amount should present the proponent’s “best estimate” for the identified key deliverable and, to the extent possible, reflect rates provided in the proponent’s response to Section 6.3.5 and, where anticipated, account for estimated costs associated with outsourcing services, including the proponent’s standard markup.

All dollar amounts in the Pricing Response **must** be shown exclusive of HST.

## 7.0 Proposal Submission Procedures

### 7.1 Closing Date

Proposals must be received by **3:00pm (AST), Thursday, March 12, 2020**, and shall be delivered **by regular mail, courier or in person** to:

Carolyn Pierce  
Manager, Communications  
Divert NS  
35 Commercial Street, Suite 400  
Truro, NS B2N 3H9

All proposals delivered by regular mail, courier or in person are to be sealed and clearly marked “**Proposal – Agency of Record for Divert NS**”. Receipt of proposals will be acknowledged by email where an email address has been provided with and/or 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 or email 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 6.4 inclusive. One double-sided print original is to be provided plus one electronic version (on flash drive or other storage format).

As stated in Sections 6.1.2 and 6.4, **the Pricing Response must be submitted in a separate sealed envelope** – one original plus one electronic version on a separate flash drive (or other storage format) and included in the same sealed envelope.

## 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 [Nova Scotia Procurement Services](#) website.

These addenda shall become part of the RFP document. It is the responsibility of the proponent to ensure that he/she has received all addenda or other instructions issued by Divert NS during the RFP open period.

## 7.5 Clarifications

Clarifications requested by a proponent must be submitted to the Manager, Communications by email ([cpierce@divertns.ca](mailto:cpierce@divertns.ca)) not less than five (5) business days prior to the RFP Closing Date. Clarifications requested less than five days prior to the Closing Date cannot be guaranteed a response. Verbal requests for clarification will not be entertained. Significant clarifications will be made in the form of addenda, which will be sent to all known proponents and posted on the Nova Scotia Procurement Services 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 Services Agreement.

## **7.7 Ownership of RFP Responses and Access to Information**

All documents, including RFP responses, submitted to Divert NS become the property of Divert NS and are potentially subject to disclosure under the Nova Scotia [Freedom of Information and Protection of Privacy Act](#) ("FOIPOP") or otherwise. By submitting a proposal, the proponent thereby agrees to public disclosure of its content. 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 under the provisions of FOIPOP.

Divert NS 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 that may support the Evaluation Committee.

The proponent acknowledges that any services agreement entered into pursuant to this RFP is a public document.

## **8.0 Proposal Evaluation Procedures**

### **8.1 Opening**

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

### **8.2 Evaluation Committee**

An Evaluation Committee comprised of representatives of Divert NS 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 investigations that it considers necessary in the course of the evaluation process, and consider any relevant information resulting in the evaluation of responses; and/or
- Conduct an in-person interview with a proponent prior to final evaluation of a proponent's Technical Response, and rely on and consider any relevant information from such interview 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 96 (out of 160) 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 Pricing Response provided with the proposal will be evaluated for compliance, i.e. completeness and adherence to instructions provided in Sections 4.0 ([Pricing](#)) and 6.4.

Any Pricing Response deemed non-compliant by the Evaluation Committee shall be immediately disqualified and shall automatically disqualify the proponent from further consideration for the awarding of a Services Agreement.

**Step 4:** All compliant Pricing Response submissions will then be evaluated as follows:

Each Pricing Response will be assessed on **Total Budget** (exclusive of HST) as presented in the response template. The proposal that presents the lowest **Total Budget** will receive the maximum points available under Section 6.4. All other similarly qualified proponents will receive a rating calculated by dividing their Total Budget into the lowest Total Budget and multiplying by the maximum points available.

#### Example

| Proponent | Total Budget | Calculation         | Points       |
|-----------|--------------|---------------------|--------------|
| 1         | \$100,000    | $84,000/100,000*40$ | 33.6         |
| 2         | \$84,000     | Lowest              | 40 (maximum) |
| 3         | \$136,000    | $84,000/136,000*40$ | 24.7         |

**Step 5:** The Evaluation Committee will identify a preferred proposal by adding the proponent's score at Subtotal A to their score for the Pricing Response. The highest combined score shall normally identify the preferred proposal and, subject only to the outcome of an "optional" interview as contemplated below, determine the successful proponent.

**Optional:** The Committee may, at its sole discretion, opt to conduct an in-person interview with the preferred proponent and potentially other high scoring proponents to verify proposal information and/or confirm/adjust preliminary scoring of the Technical Response criteria.

A required component of the interview shall be a presentation of the case study included in Section 6.3.6 of the proponent's proposal. Any and all requirements and/or evaluation criteria for this component shall be provided with the invitation to present. Interview scheduling shall be confirmed at least five (5) business days in advance to give the proponent adequate time to prepare.

**Step 6 (if necessary):** Following the interview(s), the Evaluation Committee will re-visit its preliminary scoring to arrive at a confirmed or adjusted Final Score for each proponent interviewed.

**Step 7 (if necessary):** Where an adjusted Final Score for the any of the proponents interviewed no longer makes a proposal first identified in Step 5 above 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 combined score at Subtotal A, the proposal with the higher scoring Pricing Response shall be deemed the preferred proposal.

Should two or more proposals achieve identical highest scores, both at Subtotal A and for the Pricing Response, Divert NS 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 services agreement as a result of this RFP shall be at the sole discretion of Divert NS. Divert NS reserves the right to either award a services agreement to the most effective proponent as determined by the evaluation criteria or not to 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 Divert NS and a successful proponent are unable to finalize and enter into a services agreement within ten (10) days of Divert NS notifying the proponent that it was a successful proponent, Divert NS shall have the right at its discretion to enter into negotiations with the next highest scored proponent for the award of a services agreement, and Divert NS shall have no other responsibility to the original successful proponent with whom a services agreement could not be finalized.

## **9.0 Liability for Errors**

While Divert NS 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 Divert NS, 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 any services agreement or in respect to the competitive process, and the proponent by submitting a proposal, waives any claim for loss of profits if no services agreement is made with the proponent.

## **10.0 Reservation of Rights**

### **10.1 Divert NS reserves the following rights:**

- 10.1.1 To reject any proposal not meeting the requirements as outlined in the RFP document;
- 10.1.2 To reject any or all proposals if deemed unsatisfactory or fail to meet the mandatory requirements;
- 10.1.3 To accept or reject any or all proposals, or to accept any proposal deemed most satisfactory and in the best interests of Divert NS, which shall be determined at the sole, unfettered discretion of Divert NS;
- 10.1.4 To waive formality, informality or technicality in any proposal of a non-material nature;
- 10.1.5 Where all price offers among the eligible, qualified proposals exceed Divert NS' budget for Agency of Record services, and Divert NS is unwilling or unable to award an agreement at the proposal price and does not wish to abandon this initiative, Divert NS reserves the right to initiate a re-proposal process or negotiate with proponents in an effort to adjust deliverables and requirements in such a way to reduce proposal prices while preserving the integrity of Divert NS' objective of the RFP;
- 10.1.6 To enter into negotiations with another of the proponents submitting a proposal prior to a final award;

10.1.7 The lowest priced proposal, or any proposal, will not necessarily be awarded a Services Agreement; and

10.1.8 The right to cancel this RFP at any time.

## **11.0 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 services agreement or relationship be construed. It is a guidance document to assist proponents in preparing proposals to provide Agency of Record services for Divert NS.

This RFP implies no obligation on Divert NS to accept any proposal submitted. Divert NS 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

### Acceptance of Requirements

On behalf of \_\_\_\_\_, I hereby certify that:

- a. We have read, understood the RFP (RRFB0078) 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 Divert NS as defined in Section 5.0 of the RFP.
- 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, Resource Recovery Fund Board, Inc. (operating as Divert NS) 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 B

### Draft Services Agreement

**Advisory:** Proponents should anticipate that a final version of this Agreement presented to the preferred proponent following the evaluation process will mirror or very closely resemble the content of this draft.

### Agency of Record Services Agreement

THIS AGREEMENT made as of the \_\_\_\_ day of March, 2020.

BETWEEN:

RESOURCE RECOVERY FUND BOARD, INCORPORATED, a body corporate, incorporated and existing under the laws of the Province of Nova Scotia, operating as Divert NS (hereinafter called "Divert NS")

OF THE FIRST PART

- AND -

NAME OF COMPANY, a body corporate, incorporated and existing under the laws of the Province of \_\_\_\_\_ (hereinafter called the "Consultant")

OF THE OTHER PART

Jointly, the "Parties" to this Agreement

**WHEREAS** Divert NS issued a Request for Proposal dated February 11, 2020, and attached hereto as Schedule "B" seeking an Agency of Record for Full-Service Marketing Communications (the "RFP");

**AND WHEREAS** the Consultant responded to such RFP with a proposal dated March \_\_\_, 2020 and attached hereto as Schedule "C" (the "Proposal");

**AND WHEREAS** Divert NS accepted the Consultant's Proposal for Agency of Record for Full-Service Marketing Communications;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows:

#### 1. TERM AND RENEWAL

- 1.1 The term of this Agreement shall be from May 1, 2020 to April 30, 2023 (the "Initial Term") and shall be subject to not more than two (2) successive annual (1-year) renewal terms (each a "Renewal Term") which may be exercised at the sole and unfettered discretion of Divert NS.

- 1.2 Divert NS shall provide the Consultant with a minimum sixty (60) days notice of its intent to either exercise or not exercise a Renewal Term. Any Renewal Term shall come into effect immediately upon expiration of the Initial Term, or previous Renewal Term, subject only to the parties having agreed, in writing, to any amendments to the terms and conditions of this Agreement and/or Fee for Services for the Renewal Term. Any such written amending agreement(s) shall be attached to and form part of this Agreement for the duration of the Renewal Term(s).

## 2. SERVICES AND CONSULTANT RESPONSIBILITIES

- 2.1 The Consultant agrees to act as Agency of Record for Full-Service Marketing Communications in accordance with this Agreement, the Divert NS RFP (Schedule "B"), and in accordance with the Consultant's Proposal (Schedule "C"), collectively setting out the term and conditions under which the work required and assigned by Divert NS shall be carried out by the Consultant (the "**Services**").
- 2.2 Scope of Services - the Consultant acknowledges and agrees that it has the expertise, resources and capacity to effectively carry out all assigned communications, marketing and annual initiatives identified in the RFP (the "**Scope of Work**"). Further, the Consultant acknowledges and agrees that Divert NS may, at its sole and unfettered discretion, use either internal/in-house resources or an alternate service provider having niche experience/capabilities to carry out certain and specific initiatives identified in the Scope of Work or to carry out components thereof.
- 2.3 Additional Scope of Services – any addition(s) to the Scope of Work as may be required by Divert NS, or requested by the Consultant, and for which the Consultant has the expertise, resources and capacity and, having been duly authorized in writing by Divert NS, and which is/are subsequently assigned to the Consultant by Divert NS shall be annexed to this Agreement as Schedule "D".
- 2.4 The Consultant agrees to provide to Divert NS all creative, advertisements, reports, and any other documents, materials and/or collected data (the "**Deliverables**") resulting from provision of the Services and to the satisfaction of Divert NS. Further, the Consultant acknowledges and agrees that Divert NS shall have sole and unfettered discretion to deem such Deliverables as satisfactory or not satisfactory.

## 3. OWNERSHIP

- 3.1 The Parties agree that the ownership of the copyright, as applicable in all Deliverables prepared and submitted by the Consultant and accepted by Divert NS pursuant to this Agreement (the "**Work Product**") is vested in Divert NS, whether the Services are fully completed or not. The Consultant hereby grants to Divert NS a royalty-free, worldwide, non-exclusive, perpetual, irrevocable and non-transferrable license to use any and all patent, trade-mark, copyright, design right, trade secrets and other intellectual property of any nature or kind whatsoever as part of or in connection with the Work Product. The Consultant represents and warrants that all moral rights and other residual rights in the Work Product have been waived in writing, in favour of Divert NS.

#### 4. PROJECT/CONTRACT MANAGEMENT

- 4.1 The Parties agree to work cooperatively to ensure that the Services are delivered effectively and successfully.
- 4.2 The Consultant has designated \_\_\_\_\_ as **Project Manager**, who shall regularly communicate with and report to the Project Supervisor, on behalf of the Consultant and its Project Team. The Consultant will advise Divert NS of any change in the designated Project Manager.
- 4.3 The Consultant has also designated a **Project Team** which shall include its Project Manager and other key personnel responsible for providing the Services on behalf of the Consultant. The Consultant will advise Divert NS of any intended change in Project Team personnel and which shall be subject to written approval from Divert NS as contemplated in Article 7.2. The Consultant will ensure Divert NS has, at all times, a current list of Project Team personnel.
- 4.4 Divert NS has designated Carolyn Pierce (Communications Manager) as the **Contract Manager** who shall oversee the Agency of Record Services Agreement on behalf of Divert NS and regularly communicate with, give direction to and receive reporting from the Project Manager. Divert NS will advise the Consultant of any change in the designated Contract Manager.

#### 5. FEES FOR SERVICES AND PAYMENT

- 5.1 Divert NS agrees to pay the Consultant for rendered Services in accordance with the fee/rate schedule provided in Schedule "A".
- 5.2 The Consultant shall invoice Divert NS in accordance with such standards, practices and forms as Divert NS may establish or prescribe from time to time. Divert NS will pay to the Consultant, within thirty (30) days of the date of the Consultant's invoice, or such shorter period as is determined as a policy of Divert NS, via electronic funds transfer (EFT) the applicable amounts owing for the rendered Services.
- 5.3 The Consultant agrees that payments are not triggered until Divert NS deems the Deliverables/Work Product to be satisfactory.
- 5.4 Divert NS has final authority and approval on all payments.

#### 6. INSURANCE

- 6.1 The Consultant agrees to maintain professional liability insurance with such limits as would be appropriate and adequate for a prudent professional in the Consultant's profession. The Consultant shall provide to Divert NS, upon request, a certificate from its insurer as evidence that such coverage is in effect.

## **7. PERFORMANCE STANDARDS**

- 7.1 The Consultant agrees that Divert NS reserves the right to monitor the Consultant's performance of the Services and the Consultant's compliance with the provisions of this Agreement through periodic reviews.
- 7.2 The Consultant shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the Proponent's Proposal included the names or titles of specific personnel or any proposed sub-contractor to provide the Services, or any part thereof, the Consultant's personnel and any sub-contractors so indicated in the Proposal shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of Divert NS. If Divert NS, in its sole discretion, considers a proposed substitute to be acceptable, Divert NS may consent to the substitution, provided however that such consent may be subject to such terms and conditions as Divert NS designates in writing to the Consultant.

## **8. INDEPENDENT CONTRACTOR**

- 8.1 This is an Agreement between separate legal entities and neither is the agent nor employee of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any agreement with a person or to incur any obligation or liabilities on behalf of the other Party. In all matters relating to this Agreement, the Consultant will act as an independent contractor.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1 The Consultant hereby warrants and represents to Divert NS as follows:
- a. The Consultant is a corporation duly organized and validly existing and in good standing under the laws of the province of \_\_\_\_\_. The Consultant has the corporate power and authority and all licences and permits required to carry on its business as now being conducted and to satisfy, and perform the obligations of Consultant under this Agreement.
  - b. The originality of the items prepared for or submitted to Divert NS under this Agreement and further warrants and represents that no portion of such items, or their use or distribution, violates or is protected by any copyright, trademark or patent or similar right of any third party.
  - c. The Consultant shall not permit an actual or potential conflict of interest to arise between its obligations to Divert NS under this Agreement and its obligations to any third party. The Consultant shall immediately notify Divert NS in writing if any such potential or actual conflict of interest should arise at any time during the Initial Term or any Renewal Term under this Agreement.
  - d. The Consultant shall provide the Services and discharge its duties to Divert NS hereunder in a competent, professional and timely manner, and shall assign only duly qualified, competent and skilled personnel, in accordance with the Proposal, to carry out its obligations to Divert NS under this Agreement.

## 10. ERRORS AND OMISSIONS

- 10.1 It shall be the responsibility of the Consultant to correct/amend any Deliverables deemed not satisfactory by Divert NS and resulting from errors or omissions by the Consultant, its employees, agents or sub-contractors. Such work shall be at the cost of the Consultant.

## 11. CONFIDENTIALITY

- 11.1 For the purposes of this Agreement, "**Confidential Information**" shall mean all tangible and intangible confidential and proprietary information (whether or not patentable or copyrightable), owned or possessed by Divert NS including, without limitation, its affiliates, subsidiaries and service providers, and the business/customer information, business practices, data processes, computer or software products or programs and all related documentation, cost/pricing data and compiled (survey) data, know-how, marketing or business plans, analytical methods and procedures, hardware design, technology, financial information, customer information or personnel or customer data, in each case that is disclosed to the Consultant or to which the Consultant gains access in connection with providing the Services under this Agreement, including information that may have been disclosed to the Consultant prior to the execution of this Agreement in connection with the provision of Services, provided that Confidential Information shall not include:
- a. Information that is or becomes publicly available other than by a breach of this Agreement by the Consultant;
  - b. Information that is disclosed to the Consultant by any third party which the Consultant reasonably believes was entitled to disclose it to the Consultant; and
  - c. Information that is known to the Consultant prior to the date of this Agreement independently of information disclosed by Divert NS or that the Consultant develops independently without use of the Confidential Information.
- 11.2 The Consultant agrees to review, evaluate and use the Confidential Information for the sole purpose of providing the Services.
- 11.3 The Consultant agrees to take reasonable measures to keep confidential the Confidential Information and shall at a minimum use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and not to disclose the Confidential Information in any manner whatsoever, in whole or in part, except that the Consultant may disclose such Confidential Information only to (i) its agents and personnel of the Consultant who have a need to know such information solely for the performance of the Services and provided that the agents and personnel of the Consultant are obligated to deal with such Confidential Information in a manner consistent with this Agreement or (ii) to a third party with the consent of Divert NS. The Consultant will advise its personnel having access to the Confidential Information of its obligations and will be responsible for any breach of this Agreement by its personnel.
- 11.4 Notwithstanding anything to the contrary in this Agreement, the Consultant may disclose Confidential Information as may be required by law, statute, rule or regulation,

including any subpoena or other similar form of process. The Consultant will provide Divert NS with prompt notice of any request to disclose Confidential Information (so long as such notice is not prohibited by law), so that Divert NS may object to the request and/or seek an appropriate protective order. It is understood and agreed any objection by Divert NS to such a request shall not affect the Consultant's obligation to produce materials called for by appropriate legal process.

- 11.5 At the conclusion of the Services, the Consultant shall return to Divert NS all Confidential Information, or at Divert NS' option represent in writing to Divert NS that all such Confidential Information has been destroyed.
- 11.6 Each party recognizes the confidential and proprietary nature of the Confidential Information and acknowledges that in the event of a breach of the confidentiality provisions of this Agreement Divert NS could suffer irreparable harm. Accordingly, Divert NS shall be entitled to seek preliminary and permanent injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity.

## 12. TERMINATION OF AGREEMENT

- 12.1 Divert NS shall be entitled to immediately terminate this Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an "Event of Default".
  - a. The Consultant breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Consultant to the reasonable satisfaction of Divert NS within five (5) business days after written notice from Divert NS to remedy the breach or failure;
  - b. The Consultant becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Consultant; or
  - c. Any statement, representation or warranty made by the Consultant in its Proposal or in this Agreement is untrue or incorrect at the time it was made.
- 12.2 If this Agreement is terminated for cause pursuant to clause 12.1 as a result of an Event of Default, the Consultant shall be responsible for and shall reimburse Divert NS for all loss, costs and damages incurred by Divert NS as a result of or arising from the Event of Default, including any costs incurred by Divert NS to correct/amend any Deliverables that it had deemed not satisfactory prior to termination, and any costs incurred by Divert NS to procure the Services or any part thereof from another provider.
- 12.3 Divert NS may, at its sole discretion, terminate this Agreement without cause at any time prior to the expiration of the Term, upon giving thirty (30) days prior written notice of termination to the Consultant. In such event, the Consultant shall be entitled to receive payment for the Services it has satisfactorily performed up to the date of termination. Payments to the Consultant of the foregoing amounts shall constitute full and final satisfaction of Divert NS's obligations to the Consultant under this Agreement. In the event this Agreement is terminated by Divert NS pursuant to this Article 12.3,

the Consultant shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and the Consultant shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

- 12.4 Neither the expiration nor the earlier termination of this Agreement shall relieve, or be deemed to relieve, the Consultant from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Consultant in respect of the Services, and those duties and obligations of the Consultant set out in Article 3 (Ownership), Article 9 (Representations and Warranties), Article 10 (Errors and Omissions), Article 11 (Confidentiality), Article 13 (Non-Solicitation), Article 14 (Limitation of Liability) and Indemnity) Article 15 (Arbitration).

### **13. NON-SOLICITATION**

- 13.1 Neither Divert NS nor the Consultant shall enter into an employment agreement with any of the other party's employees assigned to or affiliated with the provision of Services under this Agreement within a one-year period after the termination of this Agreement without the prior written approval of the other party.

### **14. LIMITATION OF LIABILITY AND INDEMNITY**

- 14.1 In the event this Agreement is terminated, the liability of Divert NS is limited to Work Product actually delivered and accepted up to the termination date and specific work actually conducted prior to the delivery of the notice of termination. In no event shall Divert NS be liable under or in connection with this Agreement for any loss of profit, loss of business opportunity, consequential or indirect damages, exemplary or punitive damages, whether or not the possibility of such loss or damages was disclosed to or could have reasonably been foreseen by such party.
- 14.2 The Consultant shall indemnify and save harmless Divert NS and its Affiliates, their officers, employees, independent consultants, sub-contractors, agents, and assigns from all cost, losses, damages, judgements, claims, demands, suits, actions, causes of action, contracts, reasonable solicitor's fees and defence costs or other proceedings of any kind or nature including proceedings of any kind or nature, including for the infringement or alleged infringement of any intellectual property right or patent based upon the use of anything or invention protected by any intellectual property protection, based on, occasioned by, or attributable to anything done or omitted to be done by the Consultant, its directors, officers, employees, independent consultants, sub-contractors, members, partners, volunteers, agents, and assigns in connection with this Agreement.

### **15. ARBITRATION**

- 15.1 If requested in writing by either Divert NS or the Consultant, Divert NS and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a "without prejudice" basis. The mediator shall be appointed by agreement of the parties. Failing such agreement, the mediator shall be

appointed by reference to a Judge of the Supreme Court of the Province of Nova Scotia.

- 15.2 In the event the parties are unable to reach a settlement of any dispute within thirty (30) days by the mediator or such longer period as may be agreed to by the parties, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the rules under the *Commercial Arbitration Act* (Nova Scotia). If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the *Commercial Arbitration Act* (Nova Scotia).

## 16. CONSTRAINTS

- 16.1 The Consultant acknowledges and agrees that this Agreement shall be a public document.

## 17. ADDITIONAL TERMS AND CONDITIONS

- 17.1 Schedules "A", "B", "C" (if applicable), and "D" are incorporated by reference and form an integral part of this Agreement.

## 18. FORCE MAJEURE

- 18.1 Where the performance by either of the parties of its duties and obligations is prevented, restricted or delayed by reason of war, revolution, terrorism, civil commotion, acts of public enemies, blockade or embargo, any strike, lockout or other labour difficulty or work stoppage, any decision of a regulatory body or a court having jurisdiction, explosion, epidemic, fire, flood, freeze, severe weather conditions or other similar cause, the party unable to perform its duties or obligations shall be excused from that performance to the extent of the period of prevention, restriction or delay, provided that the party so affected informs the other party as soon as is reasonably possible. The non-defaulting party may terminate this Agreement upon thirty (30) days prior written notice should such condition continue for more than thirty (30) days.

## 19. MISCELLANEOUS

- 19.1 **Headings.** The headings used in this Agreement are for the convenience of reference only and shall not be used in the construction or interpretation of this Agreement.
- 19.2 **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or unenforceability of the other provisions hereof.
- 19.3 **Assignment.** Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- 19.4 **Waiver.** No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. Moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

- 19.5 **Survivorship.** The Consultant acknowledges that Clauses 3, 9, 10, 11, 12, 13, 14, 17 and 19, survives the expiry or termination of this Agreement.
- 19.6 **Entire Agreement.** This Agreement and the Schedules attached hereto or referred to herein constitute the entire agreement and understanding by and between Divert NS and the Consultant, and no representations, promises, agreements or understanding, written or oral, not herein contained shall be of any force or effect.
- 19.7 **Modification.** The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties hereto or as provided herein.
- 19.8 **Environment.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, administrators and permitted assigns.
- 19.9 **Notice.** Any written notice or communication to be given by any party to the other shall be deemed to be duly given when served upon such party or sent by registered mail to such party addressed as follows:

To:     **RESOURCE RECOVERY FUND BOARD, INCORPORATED**  
          **35 Commercial Street, Suite 400**  
          **Truro NS B2N 3H9**  
          **Attention: Carolyn Pierce**

To:     **NAME OF COMPANY**  
          **Address**  
  
          **Attention:**

Any notice or communication served hereunder by registered mail shall, except for delays caused by interruption of postal service through strikes or lockouts, be deemed delivered on the third business day following mailing.

- 19.10 **Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the Province of Nova Scotia.
- 19.11 **Counterpart.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. A copy of a signed counterpart may be delivered by fax, PDF email or other electronic means which shows a reproduction of the signature and such shall be considered complete delivery and shall be deemed to be a signed original.
- 19.12 **Time.** Time shall be of the essence in this Agreement.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the day and year first above written.

SIGNED, SEALED, & DELIVERED

in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

)  
)  
) RESOURCE RECOVERY FUND BOARD,  
) INCORPORATED, operating as Divert NS  
)  
)  
)  
) Per: \_\_\_\_\_  
)  
)  
)  
) NAME OF COMPANY  
)  
)  
)  
) Per: \_\_\_\_\_  
)  
)

Schedule "A" to the Agreement

Consultant's Fee/Rate Schedule

Schedule "B" to the Agreement

Divert NS Request for Proposal No. RRFBO078

Schedule "C" to the Agreement

Proposal in response to RFP submitted by Consultant

Schedule "D"

Addition(s) to the Scope of Work  
(if applicable)

## Appendix C

| Proposal Evaluation Criteria |       |   |                                |            |                              |                             |
|------------------------------|-------|---|--------------------------------|------------|------------------------------|-----------------------------|
| Section                      |       | Criterion   | Relevance/<br>Maximum<br>Score |            | Minimum<br>Score<br>Required | Reference<br>Page<br>Number |
| 6.0                          |       | <b>Proposal Requirements</b>  |                                |            |                              |                             |
| 6.1                          |       | <b>Mandatory</b>  |                                |            |                              |                             |
|                              | 6.1.1 | Confirmation statement – shall sign contract within 10 days             | P/F                            |            |                              |                             |
|                              | 6.1.2 | Pricing Response in separate sealed envelope                            | P/F                            |            |                              |                             |
|                              | 6.1.3 | Confirmation statement – agree to credit check                          | P/F                            |            |                              |                             |
|                              | 6.1.3 | Conflict of Interest disclosed or statement that there is no conflict   | P/F                            |            |                              |                             |
|                              | 6.1.5 | Acceptance of Requirements form fully completed and signed              | P/F                            |            |                              |                             |
| 6.2                          |       | <b>Administrative</b>   |                                |            |                              |                             |
|                              | 6.2.1 | Full business registration profile                                      |                                | 1          |                              |                             |
|                              | 6.2.2 | Contact re: contractual/financial issues relating to response to RFP    |                                | 1          |                              |                             |
|                              | 6.2.3 | Contact re: all matters relating to response to RFP                     |                                | 1          |                              |                             |
|                              | 6.2.4 | Written submission from two (2) client references                       |                                | 10         |                              |                             |
|                              | 6.2.5 | Set of creative samples for each client reference                       |                                | 10         |                              |                             |
|                              | 6.2.6 | Proposal format reflects substantial adherence to instructions provided |                                | 2          |                              |                             |
| 6.3                          |       | <b>Technical Response</b>   |                                |            |                              |                             |
|                              | 6.3.1 | Corporate profile summary   |                                | 15         |                              |                             |
|                              | 6.3.2 | Identify competencies/services that would need to be outsourced         |                                | N/A        |                              |                             |
|                              | 6.3.3 | Describe how the agency differentiates itself in the marketplace        |                                | 20         |                              |                             |
|                              | 6.3.4 | Describe how the agency's experience and capabilities are a "best fit"  |                                | 45         |                              |                             |
|                              | 6.3.5 | Identify all key personnel that would be assigned to the account        |                                | 10         |                              |                             |
|                              | 6.3.6 | Provide a case study reflecting work completed for either:              |                                | 25         |                              |                             |
|                              |       | delivery of a social marketing campaign OR                              |                                |            |                              |                             |
|                              |       | delivery of a mass media advertising campaign                           |                                |            |                              |                             |
|                              | 6.3.7 | Describe protocols for delivering projects on time and on budget        |                                | 10         |                              |                             |
|                              | 6.3.8 | Describe process for billing  |                                | 5          |                              |                             |
|                              | 6.3.9 | Describe commitment to sustainability                                   |                                | 5          |                              |                             |
|                              |       | <b>Subtotal A</b>   |                                |            | <b>96</b>                    |                             |
| 6.4                          |       | <b>Pricing Response</b>   |                                |            |                              |                             |
|                              |       | Pricing Response is compliant (reference Sections 4.0 and 6.4)          | Y/N                            |            |                              |                             |
|                              |       | Total Budget  |                                | 40         |                              |                             |
|                              |       | <b>Interview – OPTIONAL</b>   |                                |            |                              |                             |
|                              |       | Adjustment to preliminary evaluation scores for Section 6.3: (+) or (-) |                                |            |                              |                             |
|                              |       | <b>Maximum Final Score Possible</b>                                     |                                | <b>200</b> |                              |                             |

Legend: **P/F** = Pass/Fail

(i.e. inclusion or absence of evidence associated with mandatory criterion will immediately determine if proposal warrants further consideration)

**Y/N** = Yes/No

(i.e. adherence to Pricing Response template will immediately determine if Pricing Response warrants further consideration)

## Appendix D

### Pricing Response

This is a budgeting exercise and the completed template should present the proponent's "best estimate" or "scope" for the Key Deliverables identified below.

For each component of the Key Deliverables, indicate whether the service is provided in-house or outsourced and the corresponding Budget amount. The standard markup on outsourced services (expressed as a percentage) must be identified on the line provided and applicable corresponding dollar amounts must be included in the Budget amount.

On a separate page, identify the different stages/fees involved to complete each deliverable, indicating an estimated dollar amount for each stage/fee. The sums should match Budget amounts presented below. Also provide a statement on considerations for determining media buys (campaign length, best media and evaluation) and indicate if media buys are done in-house or outsourced. Attach page(s) to this completed form.

| Key Deliverables   | In-House                 | Outsourced               | Budget   |
|--|--------------------------|--------------------------|----------|
| <b>Public Awareness Advertising Campaign</b> to encourage Nova Scotians to Reduce their waste/Refuse to waste            |                          |                          |          |
| One (1) TV ad from concept development to production   | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) radio ad from concept development to production  | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) print ad, three sizes, from concept development to final artwork   | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) online animated ad, from concept development to final artwork  | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) billboard ad from concept development to final artwork   | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
|  |                          | Total:                   | \$ _____ |
| <b>Enviro-Depot™ Contest</b> to encourage Nova Scotians to return containers to their Enviro-Depot™                      |                          |                          |          |
| One (1) concept and design   | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) print ad, three sizes, from concept development to final artwork   | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) online ad, three sizes, from concept development to final artwork  | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) webpage copy and form to enter the contest, and one (1) webpage copy confirming entry                            | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) poster for depots from concept development to final artwork  | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
|  |                          | Total:                   | \$ _____ |
| <b>Mobius Environmental Awards of Excellence</b>   |                          |                          |          |
| One (1) event script, including introductions, short bios on seven (7) winners and closing remarks (assume 2-hour event) | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) print ad to encourage attendance, three (3) sizes, from concept development to final artwork                     | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) 30 second radio ad based on print ad, from concept development to production                                     | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
| One (1) animated online ad based on print ad, three (3) sizes from concept development to production                     | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ |
|  |                          | Total:                   | \$ _____ |
| <b>TOTAL BUDGET (all 3 initiatives) excluding HST</b>  |                          |                          | \$ _____ |
| <b>Standard markup on outsourced services:</b>   |                          | _____ % of cost          |          |

Continued on next page >

### Proponent Information and Declaration

I/we acknowledge and confirm that the TOTAL BUDGET amount presented above is in full recognition of the RFP Scope of Work (Section 3.0), Key Considerations, specifically Pricing (Section 4.0), and detail regarding this Pricing Response (Section 6.4) and is presented exclusive of HST.

Further, I/we acknowledge and confirm that all fees and rates identified in my/our proposal response to Section 6.3.5 were used in determining Budget amounts above and if my/our proposal is accepted by Divert NS, all such fees and rates shall hold for the Initial Term of any resulting Services Agreement.

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place this completed Pricing Response and attached page(s) in a separate sealed envelope.