



GREATER MONCTON
WASTEWATER
COMMISSION

COMMISSION
DES EAUX USÉES
DU GRAND MONCTON

WEBSITE RE-DESIGN, BRAND UPDATING, AND PROVISION OF VISUAL/GRAPHICS STANDARDS

REQUEST FOR PROPOSAL

RFP# GMWC-2014-005

Proposals must be returned by Tuesday July 15, 2014

Return to:

Bernard F. LeBlanc – General Manager
Greater Moncton Wastewater Commission
355 Hillsborough Road
Riverview, NB
E1B 1S5

Bernard.leblanc@gmsc.nb.ca

355, chemin Hillsborough Road, Riverview, NB Canada E1B 1S5
Tel./tél.: (506) 387-7977 Fax: (506) 387-7389
www.gmsc.nb.ca

SECTION 1 – PROJECT DESCRIPTION AND SCOPE

The Greater Moncton Wastewater Commission

The Greater Moncton Sewerage Commission (GMSC) was established in 1983 to support the wastewater collection and treatment needs of the Dieppe, Moncton and Riverview tri-community.

Since then, it has developed a 35-kilometre collection network and a treatment facility to best deliver on this mandate. It has also become a leader in the reuse of biosolids through the generation of type “AA” compost (the highest grade currently achieved in Canada) as opposed to disposal in a landfill site.

The organization is now positioning itself to further upgrade its facilities to provide an enhanced secondary treatment process that will allow it to meet recently introduced mandatory federal regulations prior to the 2020 deadline.

In February 2014, a provincial Order-in-Council changed the organization’s name to:

Greater Moncton Wastewater Commission (Abbreviated as **GMWC**)

or

Commission des eaux usées du Grand Moncton (Abbreviated as **CEUGM**)

Our current web site is located at www.gmsc.ca. This web site provides up to date information, including our 2014-2018 Strategic Plan, our 2013 Annual Report, as well as recent press releases and updates.

Strategic plan

Our strategic plan aligns our efforts, activities, resources, and performance towards *strategic priorities* – the goals we must achieve to achieve our mission.

Vision

The **Vision** of the Greater Moncton Wastewater Commission [GMWC] is:

To be an outstanding environmental steward supporting regional planning, economic development and quality of life for the communities of Dieppe, Moncton and Riverview.

Mission

The **Mission** of the Greater Moncton Wastewater Commission [GMWC] is:

To collect and treat wastewater in a reliable, cost-efficient, and environmentally responsible manner.

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Strategic priorities: 2014-2018

- Minimize negative environmental impact of GMWC operations;
- Share a common vision and plan with municipal and community partners;
- Enhance the long term reliability and sustainability of GMWC infrastructure; and
- Ensure long term financial viability and cost effectiveness.

Current Technology Assets

Background

The GMSC has had a consistent logo, look and identity as shown on our current web site www.gmsc.nb.ca . As a result of a provincial Auditor General Report in 2011, the organization has undergone significant change in terms of its operational and governance approach.

In 2013, a marketing consulting firm was hired (**XYZ Strategie/Bricor Communications**) to make recommendations regarding its current brand and market positioning such as to best deliver on its mandate and engage the stakeholders and ratepayers served by the organization.

One key recommendation was that the organization focus on the “outflow” of its activities rather than the “input to its process” (ie less focus on sewerage, more focus on clean water).

As a result of this exercise a new “brand” and “look” was developed and is highlighted in **Appendix A**. The intent is to incorporate this refocused brand and approach in the web site, all corporate communications and media, and to use this as the basis for a consistent communication strategy.

The organization will as a result be known as the “Greater Moncton Wastewater Commission” and will do business using the **TransAqua** brand and updated logo. An official launch is planned for the fall 2014.

Domain

The current GMWC website and URL is www.GMSC.nb.ca while the new location would become www.TransAqua.ca and/or www.gmwc-ceugm.com

Project Overview and Goals

The GMWC is celebrating its 20th anniversary of operation in 2014 (It was actually established in 1983), and wishes to use this milestone to re-brand with this new name, new logo, design, color palette selection, graphic assets (as required), website, and all other forms of marketing collateral, such as business cards, letterheads, etc.

Our primary goal is to highlight the revitalization of the organization and use the website as an educational tool and reference point for our stakeholders as well as to clearly communicate the organization’s progress on achieving desirable results as well as progress on its 2014 to 2018 Strategic Plan and Priorities.

The intent is to launch the new web site at the same time as the new organizational name and branding is officially launched and concurrent with our fall 2014 budget presentations to municipal councils.

Although some of the content of the current web site can be reused, primarily from the educational perspective, much of it needs to be at the very least updated and new images and updated photographs incorporated. The GMWC has initiated the updating of its photography portfolio such that new images are available to complement this effort.

The current website is somewhat outdated in that it focuses on prior Commission history and superseded priorities and does not accurately reflect the current direction or strategic priorities of the organization.

Appendix B highlights current web site tabs/content and possible updating suggestions.

The GMWC is looking to refresh its existing web site with a more current and consistent design with easy to navigate interfaces and the incorporation of new social media tools and accessibility. The new website should be built with a content management system that allows GMWC staff to perform updating of key content through an easy to use interface.

We are looking for an organization that will:

- Be able to undertake the web site design and updating portion of this project and incorporate the new brand identity and image (on its own, or in partnership with other firms)
- Incorporate new social media components (Twitter, Facebook, LinkedIn, YouTube, etc) as part of the web site, as well as build a newsletter database management and deployment tool for GMWC personnel use;
- Provide a bilingual offering (Distinct English/French web sites);
- Provide a web site approach that allows easy updating by in-house GMWC personnel
- Recommendations or approach to web site hosting;
- Assess and understand the GMWC needs and incorporate these requirements in the final product;
- Complete the work on budget and on time;
- Provide value-added, services, components, etc.;
- Demonstrate a successful track record.

Budget

As a not-for-profit, municipal government organization with limited financial resources, affordability, cost-saving and value are paramount to the GMWC.

Please provide detailed pricing for the project with a cost breakdown for major components as well as a detailed schedule and list of deliverables and milestones per **Appendix C** (Deliverables) and **Appendix D** (Pricing Summary).

Part 1 - Website Updating Project – Goals and Objectives

- The new web site needs to incorporate the new Strategic Direction of the Commission, incorporate its Strategic Plan, Mission, Vision as well as being stakeholder focused;
- It needs to reflect the new brand, and colour schemes;
- It needs to incorporate an educational and user/customer communication friendly approach;
- It needs to highlight the GMWC's role in the community, how it is funded, as well as the benefit it provides to local ratepayers;
- It needs to communicate our inclusiveness and partnership approach with municipalities and community interaction;
- It needs to incorporate a section regarding compliance with regulatory requirements;
- It needs to incorporate a section where we can provide timely updates on our major capital projects and investments;
- Must accommodate all our existing and future requirements, including but not limited to: maps, videos, blogs, calendars, smartphone apps, commission member secure access page/section, enquiry section, file upload functions, database development, content management system, custom administration area, newsletter subscriber opt-in forms and discussion forums;
- Improved usability—ease of modification and maintenance ;
- It should also clearly highlight the organization's environmental responsibility focus;
- Web site technical and functional parameters are per the described requirements (ie non – technical description) and as such it will be necessary to work closely with the client during the development phase to ensure usability and functionality per the client expectations. This will also require rigorous usability testing to ensure these requirements are met.

Possible New Web Site Content Changes and Additions

- Incorporate social media such as Twitter, Facebook, LinkedIn, YouTube, etc;
- Incorporate section for bids, tenders, employment, etc;
- Reference to Privacy and Request to Information legislation;
- Section of planned major capital investment and upgrade – Biological Nutrient Plant (Secondary Treatment);
- Updated employee and site photos;
- Compost Commercialization – brochures, cost, etc;
- Incorporate section for progress made on targeted GMWC objectives (For example, implementation of recommendations made in Consulting Studies and Reports);
- Incorporate section referring to guiding legislations and corporate bylaws (eg WSER-2012, Bill 56) with relevant links.

Other Services Requested

- Training on the content management system used and how GMSC would add content and update web site content;
- Training on newsletter dissemination system and database incorporated as part of the web site and communication strategy (eg Constant Contact database and staff interface to deliver updates or newsletters to stakeholders);
- Technical support for any related web site issues following implementation – contact person, turnaround time, and cost.

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Part 2 - Brand Book Development Project – Goals and Objectives

- Provide three Initial design concepts (including logo, icons, colors, copy, typography, email signatures, digital assets, templates and other designer best practice recommendations) for book;
- Application for: Letterhead, Website, Vehicles, Uniforms/Apparel, Promotional Merchandise, Business Cards, Forms/Stationary, Powerpoint Presentation Templates, Annual Report, Newspaper, Brochures, Corporate Presentations, Signage, Graphics, Maps, Interior décor, Trade Show Booths and Displays, and Other Organizational Needs;
- Clearly establish visual and graphic standards in both print and electronic formats to allow for consistent branding deployment (In both French and English);
- Provide guidelines for application of key brand elements: Icon uses, Tagline use and location, Corporate colour schemes and application, Typography fonts and treatment;
- Provide guidelines for use and application of image bank and content;
- Provide the layout, desktop publishing and final design of the GMWC Brand Book in English and French;
- Complete design of the Brand Book should be submitted in the format in which it was created and as a PDF before October 1, 2014;
- Represent to the best of your knowledge and understanding that design concepts do not infringe upon the intellectual property rights of any third party, and to the extent it is discovered that any design concepts potentially infringe upon such third party rights provide re-work free of charge.

Timeframe

July 15, 2014

- Bid closing and receipt of RFP submissions

July 21, 2014

- Award of web site re-design and updating contract to successful proponent by GMWC.

August 20, 2014

- The proposed web site draft is presented to the GMWC management team including outlining of look, feel and focus as well as features to be incorporated as part of the web site design.

September 5, 2014

- Deadline for GMWC to provide feedback regarding proposed content and approach following discussions with and feedback from Commission members.

September 25, 2014

- The website is complete and ready for testing.

October 10, 2014

- The new website goes live.
- The website, identity and branding are completed and launched in coordination with the launch of the GMWC's 2015 Budget presentations to municipal councils of Dieppe, Moncton and Riverview

Note – Please feel free to propose your own timetable subject to meeting the deadline dates.

Request For Proposal Criteria

The proposals need to contain the following at minimum:

- Company name
- Number of years in business
- Client references and a selection of work in the following areas:
Rebranding, website design, print media
- Detailed costs, timelines and deliverables
- The technology proposed and reasoning
- Suggestions and value added

The proposals will be evaluated in part on:

- The understanding of the GMWC demonstrated by the proposal
- Experience with similar projects
- Bio of key personnel
- Suggestions, open-minded approach and fresh look and ideas
- Ability of the winning company to complete the work on time
- Value added
- Outline of planned process and work plan, including change requests

Terms and Conditions of this RFP

- Costs involved in the creation of the proposal will be the responsibility of the respective website development company and will not be reimbursed by the GMWC
- The GMWC may stop the RFP process at any time
- The GMWC may not choose the least expensive proposal
- Proposals must be submitted by July 15, 2014
- All materials and intellectual property remain the property of the GMWC.
- Adherence to enclosed Section 2 "General Terms and Conditions" of this RFP.

Contact information

Bernard F. LeBlanc – General Manager

Greater Moncton Wastewater Commission

355 Hillsborough Road

Riverview, NB

E1B 1S5

Tel# 506-387-7977 ext 220

Bernard.leblanc@gmsc.nb.ca

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APPENDIX A

New Brand, Image and Logo to be incorporated as part of web site design will be either with the TransAqua brand or without subject to the type of communication, audience, or purpose.

With Brand:



Without Brand:



Also to be provided to the successful proponent– logo and brand with English/French taglines

APPENDIX B

Current Web Site Pages/Content:

- **Home**
- **Wastewater Treatment System**
 - **How It was Built**
 - **What Is Wastewater Treatment**
 - **How It Works?**
 - **Benefits Of Wastewater Treatment?**
 - **GMSC State Of The Art Design & Equipment (Requires full update)**
 - **Bio Solids Management (EMS) Program (Requires full update)**
- **Compost**
 - **Overview**
 - **Product Info**
 - **Price List**
 - **How Its Made**
 - **How To Use**
- **About The Commission**
 - **About Us**
 - **Voluntary Commissioners**
 - **Looking Back, Looking Forward**
 - **Meeting Tomorrow's Challenges**
 - **Minutes**
 - **Financial Statements**
 - **Annual Budget And Capital Plan**
 - **Strategic Plan**
 - **Annual Reports**
- **In The Media**
- **Resources**
 - **Resource Links**
- **Contact Us**

Potential Web Site and Content Updating:

Website Updating Project – Goals and Objectives

- The new web site needs to incorporate the new Strategic Direction of the Commission, incorporate its Strategic Plan, Mission, Vision as well as being stakeholder focused;
- It needs to reflect the new brand, and colour schemes;
- It needs to incorporate an educational and user/customer communication friendly approach;
- It needs to highlight the GMWC's role in the community, how it is funded, as well as the benefit it provides to local ratepayers;
- It needs to communicate our inclusiveness and partnership approach with municipalities and community interaction;
- It needs to incorporate a section regarding compliance with regulatory requirements;
- It needs to incorporate a section where we can provide timely updates on our major capital projects and investments;
- Must accommodate all our existing and future requirements, including but not limited to: maps, videos, blogs, calendars, smartphone apps, commission member secure access page/section, enquiry section, file upload functions, database development, content management system, custom administration area, newsletter subscriber opt-in forms and discussion forums;
- Improved usability—ease of modification and maintenance ;
- It should also clearly highlight the organization's environmental responsibility focus.

Possible New Web Site Content Changes and Additions

- Incorporate social media such as Twitter, Facebook, LinkedIn, YouTube, etc;
- Incorporate section for bids, tenders, employment, etc;
- Reference to Privacy and Request to Information legislation;
- Section of planned major capital investment and upgrade – Biological Nutrient Plant (Secondary Treatment);
- Updated employee and site photos;
- Compost Commercialization – brochures, cost, etc;
- Incorporate section for progress made on targeted GMWC objectives (For example, implementation of recommendations made in Consulting Studies and Reports);
- Incorporate section referring to guiding legislations and corporate bylaws (eg WSER-2012, Bill 56) with relevant links.

Other Services Requested

- Training on the content management system used and how GMSC would add content and update web site content;
- Training on newsletter dissemination system and database incorporated as part of the web site and communication strategy (eg Constant Contact database and staff interface to deliver updates or newsletters to stakeholders);
- Technical support for any related web site issues following implementation – contact person, turnaround time, and cost.

APPENDIX C

PROJECT DELIVERABLES

PART 1 – Web Site Updating

- 1) Updated and fully functional web site: www.gmwc-ceugm.com and www.transaqua.ca
- 2) Social media friendly applications
- 3) GMWC ability to update web site
- 4) GMWC electronic newsletter and database management tool

PART 2 - Brand book development

- 1) Visual & graphics standards
- 2) Standard letterhead design
- 3) Standard business card design
- 4) Standard email signoff design
- 5) Standard stationary or business form design
- 6) Standard form or documentation logos and graphics
- 7) Standards for uniforms, clothing or apparel
- 8) Vehicle logo and graphics standards
- 9) Newsletter template (and electronic delivery mechanism)
- 10) Powerpoint presentation template
- 11) Web site backdrops, templates, and homepage
- 12) Annual presentation to municipal council backdrops or templates
- 13) Annual report backdrops or templates
- 14) Sample interior/site décor logo use
- 15) Standard brochure or newspaper advertising design and logo use
- 16) Standard banner design and promotional display
- 17) Standard map, signage and graphics design
- 18) Guidelines for application of Icon, taglines, typography, fonts, and corporate colours
- 19) 10 copies or printed manual and one (1) electronic master file

Please note:

- All of the above is required to be provided in both English and French
- To facilitate the web site development, the GMWC will be responsible for the cost of translation of the web site but the developer will as a result be expected to provide both English and French versions of the web site

APPENDIX D

GMWC Request for Proposal – RFP # GMWC-2014-005

PRICING PAGE

Part 1 - Web Site Updating \$_____+HST

Part 2 – Provision of Visual & Graphics Standards \$_____+HST

Other – Costs not included in above but required or recommended as part of this undertaking

Extra #1 -

\$_____+HST

Extra #2 -

\$_____+HST

Extra #3 -

\$_____+HST

Extra #4 -

\$_____+HST

Proponent/Bidder- _____

Name of Contact Person - _____

Signature - _____

Telephone/E-mail - _____

Date - _____

SECTION 2 – GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

In this Request for Proposal, except where otherwise qualified, the following terms will be defined as follows:

- “Closing Date” means the closing date as indicated on the cover page.
- “GMWC” or “Commission” means Greater Moncton Wastewater Commission;
- “Proponent” shall mean “Consultant”, “Supplier”, “Vendor”, or “Bidder” (person or company) who submits a Proposal(s) under the RFP;
- “Subcontractor” or “Sub-Consultant” refers to any person or firm to whom a Proponent intends to delegate all or part of the execution of the services, to be provided under the Agreement;
- “RFP” means this Request for Proposal, including all schedules attached hereto and any Addendum issued hereafter by the Commission;
- “Proposal” means the submission of a proposal pursuant to article 2.3 of this RFP.
- “Selected Supplier / Successful Proponent” means the Consultant(s), if any, whose Proposal is / are accepted by the Commission.
- “Contract” means the formal signed agreement between the Commission and the successful proponents.

2.2 ELIGIBILITY OF PROPONENTS

- 2.2.1 **Proponents responding to the public notice are advised that official RFP documents may only be obtained from the Greater Moncton Wastewater Commission or NBON. Only Proponents who have received the RFP directly from the GMWC or NBON are eligible to submit a Proposal at this time.**
- 2.2.2 Clause intentionally deleted
- 2.2.3 The proposed solution offered shall operate within the parameters set forth in this Request for Proposal document.

2.3 SUBMISSION OF PROPOSALS

- 2.3.1 All submissions must be received in a sealed envelope clearly showing the Request for Proposal Name, Number, Closing Date and the Proponent’s name on the front of the envelope and delivered to:

**GREATER MONCTON WASTEWATER COMMISSION
355 HILLSBOROUGH ROAD
RIVERVIEW, N.B. E1B 1S5
CANADA**

355, chemin Hillsborough Road, Riverview, NB Canada E1B 1S5
Tel./tél.: (506) 387-7977 Fax: (506) 387-7389
www.gmsc.nb.ca

- 2.3.2 The GMSC will accept Proposals submitted by e-mail or facsimile sent to:
E-mail – Bernard.leblanc@gmsc.nb.ca
Fax# 506-387-7389

Note – It is the proponent's responsibility to ensure that their proposal has been received by the GMWC prior to the submission deadline.

- 2.3.3 Proponents submitting hard copy proposals (rather than electronic versions) must submit ONE (1) ORIGINAL and Two (2) IDENTICAL COPIES of their Proposal submission.

- 2.3.4 **PROPOSERS ARE REQUESTED TO PROVIDE ALL PRICING INFORMATION ON A SINGLE PAGE.**

- 2.3.5 Each Proposal must be accompanied by the following:

- (a) Responses to the General Requirements and Detail Scope of Work;
- (b) Specific, clear and concise responses for each request for information;
- (c) A copy signed by the Proponent of all Addenda issued by the Commission in relation to this RFP;
- (d) Any other information that the Proponent feels would aid the Commission in evaluating their Proposal (i.e. provide any information which describes which methods, experience, expertise, or other qualifications are unique to your firm, or that differentiate your firm from possible competitors);
- (e) Detailed pricing information, which shall be shown as line items with applicable hourly rates, total hours, sub consultants pricing and expenses;
- (f) An alternate offering and details if proposing an alternative approach to the base and detailed scope of work;

Submissions of all RFP's are final. All documents submitted with respect to this RFP shall become the property of the GMWC and will not be returned to the Proponent.

2.4 PROPOSAL CLOSING

- 2.4.1 All Proposals must be submitted to the Greater Moncton Wastewater Commission no later than the closing date of **TUESDAY, JULY 15, 2014 @ 3:00 P.M. – ATLANTIC TIME.**

- 2.4.2 Proposals received after the Closing Date will **NOT** be considered and will be returned unopened to the Proponents. It is the responsibility of each Proponent to ensure that its

Proposal(s) is received at the address referred to in Section 2.3.1 no later than the Closing Date and time specified.

- 2.4.3 As this Request for Proposal is for Proposals rather than specific items, the opening of Proposals will be done and recorded by Commission senior staff. All proponents will be notified within 3 working days, of the number of proposals received and identify the proponents having submitted.

2.5 AUTHORIZING OFFICER/CONTACT

All Proposals must be signed by a representative of the company having lawful signing authority, and include the name of one (1) representative for all communication concerning the Request for Proposal.

2.6 REQUESTS FOR ADDITIONAL INFORMATION, INSTRUCTIONS, AND/OR CLARIFICATIONS

- 2.6.1 All requests for additional information, clarifications or instructions concerning the RFP and the preparation of Proposals must be sent **IN WRITING** (facsimile or e-mail) and received by the Commission **no later than SEVEN (7) WORKING DAYS prior to the RFP Closing Date**. Questions shall be submitted to:

Bernard F. LeBlanc, P. Eng., General Manager
E-mail: bernard.leblanc@gmsc.nb.ca

Written information provided to any Proponent by anyone other than the appointed will not be binding. Oral information must be confirmed in writing to become binding.

- 2.6.2 A list of all relevant questions from all Proponents and the Commission's response to each question will be issued to all Proponents in the form of an Addendum. Any Addendum issued as aforesaid by the Commission will automatically, upon its issuance, become an integral part of the RFP, provided it is issued by the Commission and sent to Proponents at least three (3) working days prior to the Closing Date. Said Proponents will be deemed to have agreed to the terms of any such Addendum and will be automatically bound thereby unless they withdraw or amend their Proposals before the opening. No addendum or responses to questions and additional information will be issued during the 3 days prior to closing.
- 2.6.3 It is the duty of the Proponent to take all appropriate measures in order to obtain all information and instructions required by it to make its Proposal(s) conform to the requirements of the RFP. No Proponent will be entitled to claim that it or its employees had a lack of information or instructions to support or justify its Proposal(s) or to avoid any obligation, condition or Specification contained in the RFP or Proposal submission(s).
- 2.6.4 It will be the responsibility of the Proponent to contact the commission prior to submitting a Proposal to ascertain if any Addenda have been issued, to obtain the Addenda and to return executed Addenda with the Proposal(s).

2.7 MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 2.7.1 Prior to the Closing Date, a Proposal(s) may be modified or withdrawn by way of written request to the contact person referred to in Section 2.6.1.
- 2.7.2 No Proposal(s) can be modified or withdrawn after the Closing Date. No Sub-consultant or object or details of a Contract with a Sub-consultant referred to in the Supplier's Proposal or any information relating thereto in a Proposal may be changed after the Closing Date. Once a Proposal has been selected, it may only be amended in detail with the agreement of the Commission and the Proponent upon entering into negotiations. The right to negotiate is specifically and hereby reserved by the Commission.

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2.8 VALIDITY OF PROPOSALS

All Proposals must remain valid and open for acceptance by the Commission for a period of ninety (90) working days after the Closing Date. This period may be extended in writing by the Commission.

2.9 INSURANCE

- 2.9.1 The successful Proponent shall be required to provide proof of Commercial General Liability (CGL) Insurance listing the Commission as “Additional Insured”, and Automobile Liability Insurance (for all owned and non-owned vehicles), each in a minimum amount of two million dollars (\$1,000,000) for each claim, which shall indemnify and save harmless the Commission from all suits and actions for damages and costs to which the Commission may be put by reason of injury to or death of persons and damage to property resulting from negligence, carelessness or any other circumstances caused by the Proponent which may arise in the performance of this work. The Proponent shall be responsible for full payment of the deductible portion of all claims under this clause.
- 2.9.2 The successful Proponent shall also be required to provide proof of Professional Liability Insurance / Errors & Omissions Insurance in a minimum amount of two million dollars (\$2,000,000) for each claim, which shall indemnify and save harmless the Commission from all suits and actions for damages and costs to which the Commission may be put by reason of injury or death of persons and damage to property resulting from errors and / or omissions in the data collection, design, analysis, preparation of plans or documents, and any other circumstances caused by the negligence of the Proponent which may arise as a result of this work. The Proponent shall be responsible for full payment of the deductible portion of all claims under this clause.
- 2.9.3 Proof of Insurances shall be provided to the Commission prior to the commencement of the Contract. Such proof shall contain assurances that the policy cannot be cancelled during the term of the Contract.
- 2.9.4 Written notification of any changes in the Insurance Policy, Insurance Company, must be given to the Commission in writing, thirty (30) days prior to the date the change will take effect.
- 2.9.5 Insurance contracts shall be procured from a Canadian based Insurance Company licensed to do business in the Province of New Brunswick. Any and all claims shall be settled in Canadian Funds and must be stated on the policy.
- 2.9.6 All insurances shall remain in effect until such time as the Greater Moncton Sewerage Commission issues a written final acceptance of the works to be completed with the scope of services provided.

2.10 WORKER’S COMPENSATION

- 2.10.1 The *Workers Compensation Act* of New Brunswick requires employers who employ three (3) or more workers at any one time to register with WorkSafe NB .

- 2.10.2 The successful Proponent will be required upon written request by the Commission to provide the Commission with a certificate which verifies registration in accordance with Regulation 82-13 under the Workers' Compensation Act, and which states that the Proponent's assessment has been paid and the account is in good standing.
- 2.10.3 If the successful Proponent does not currently retain Workers' Compensation coverage, you will be required to register with WorkSafe NB, and submit a letter to the Commission stating that the Proponent's assessment has been paid and the account is in good standing, in order to receive a contract from the Commission to supply the services described herein.
- 2.10.4 Under the requirements of the New Brunswick Occupational Health and Safety Act, the Act defines the minimum acceptable standard for Health and Safety to which the employers must comply. A copy of the Act and the Regulations can be obtained by contacting WorkSafe NB (Regulation 91-191). The Commission requires that the Proponent comply with these minimum standards.

2.11 PERMITS AND LICENSES

The Proponent shall obtain and pay for all licenses and permits which may be required to comply fully with laws, ordinances and regulations of the proper public authorities, in connection with the performance of this work. The Proponent shall be responsible for all damages, fines, assessments or any other liability whatsoever and shall indemnify and save the Commission harmless from and against all damages and liability, which may arise out of the failure of the Proponent to obtain and pay for such licenses and permits and to comply fully with any and all applicable laws, ordinances and regulations.

2.12 SUBCONTRACTORS / SUB-CONSULTANTS:

- 2.12.1 Proponents must, where applicable, specify in its Proposal, the name of each Subcontractor / Sub-Consultant, and details of all the subcontracts it proposes to enter into with each of them. Proponents must also demonstrate in their Proposal(s) the qualifications of each Subcontractor / Sub-Consultant, and capacity to perform in conformity with the RFP and the Proposal. **The Subcontractor(s) / Sub-Consultant(s) will be expected to meet the same standards and quality of work as those required from Proponents.**
- 2.12.2 **Proponents will be responsible for all aspects of the work carried out by the Subcontractor(s) / Sub-Consultant(s).** Proponents will be solely responsible for the quality of service and / or materials supplied by their Subcontractors and Sub-Consultants. Proponents will have the responsibility to coordinate all activities related to their Subcontractors / Sub-Consultants. The Commission retains the right to approve all Subcontractors / Sub-Consultants; however, any approval of Subcontractors / Sub-Consultants by the Commission shall not diminish the responsibility of the successful Proponent.
- 2.12.3 If a Proposal with Subcontractors / Sub-Consultants is selected and the successful Proponent wishes to substitute one Contractor / Consultant for another, the decision will be permitted only at the sole discretion of the Commission.

2.13 CONFLICT OF INTEREST:

All Proponents and / or Proponent's Partners / Suppliers / Contractors / Subcontractors / Sub-Consultants shall disclose any interests that could conflict with the interests of the Commission.

2.14 GROUNDS FOR DISQUALIFICATION:

Proponents are requested to direct all questions, in writing, regarding the RFP to:

Bernard F. LeBlanc, P. Eng., General Manager
E-mail: bernard.leblanc@gmsc.nb.ca

Any attempt on the part of the Proponent or any of its employees, agents, Contractors or representatives to contact any of the following persons for the purpose of lobbying, influencing, with respect to this RFP shall lead to disqualification:

- Any member of the Proposal Review Committee or other advisor to the Proposal Review Committee;
- Any member of the Commission;
- Any employee of the Commission, with the exception of the individual named above;
- Any Project Consultant / Engineer retained by the Commission to assist staff and / or the successful Proponent with the preparation of tender specifications, and / or execution of the work.

2.15 GOVERNING LAW:

This RFP shall be governed by, and construed in accordance with the laws of Canada and New Brunswick. If a Proponent's RFP submission is accepted, the Proponent agrees to submit to the exclusive and irrevocable jurisdiction of the New Brunswick Courts.

2.16 LAWS, ACTS, REGULATIONS, BYLAWS AND CODES:

The successful Proponent and their Subcontractor(s) / Sub-Consultant(s) shall be responsible for carrying out the works in accordance with all Federal, Provincial and Municipal Laws, Acts, Regulations, Bylaws and Codes.

2.17 INFRINGEMENTS AND INDEMNIFICATIONS:

Proponents shall protect, defend and save the Commission harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction or form of the work covered by either order or Contract. Proponents further shall indemnify and save the GMWC harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the Proponents, and / or the agents, employees, successors or assigns of the Proponents.

2.18 PROPONENT'S RESPONSIBILITIES / REQUIREMENTS:

- 2.18.1 This RFP document lists only major details with respect to the services required; therefore, it is the Proponent's responsibility to provide all required labour, materials, tools, equipment and incidentals required to provide services, in accordance with the Terms & Conditions, and Scope of Work provided herein.
- 2.18.2 All work shall be performed by qualified individuals, in order to produce a professionally completed job. The successful Proponent shall work closely with designated Commission staff to ensure that the project is successfully completed within the established timeframe.
- 2.18.3 Is it the sole responsibility of the Proponent to become familiar with and understand the nature and extent of the work to be executed. Information on any matter derived from existing plans, specifications or supporting documentation shall not in any way relieve the Proponent from his obligations in completing the Terms of Reference.

2.19 COST OF PREPARATION OF PROPOSALS:

All expenses incurred by the Proponents in connection with the preparation of its Proposal, including, without limitation, the cost of oral presentations (if requested), shall be borne by the Proponents. The Greater Moncton Wastewater Commission shall not incur any obligation whatsoever toward the Proponents whether said Proposal is accepted or rejected. All Proposals shall become the property of the Commission and will not be returned to the Proponents.

2.20 AGREEMENT / CONTRACT:

- 2.20.1 Unless otherwise agreed upon or amended in writing by the Proponent and the Commission, the selection of a Proposal shall be binding upon the selected Proponent, and the Terms & Conditions and undertakings of this RFP document will form part of that agreement unless the agreement provides otherwise. The agreement shall be binding upon and inure to the benefit of the Commission and the Proponent and their respective successors and permitted assigns.
- 2.20.2 The Commission is neither bound to accept the lowest priced Proposal, nor to accept any Proposal which is submitted. If an award results from this RFP, the award may not be exclusive. The Commission may choose to work with the other consultants or in-house resources for specific tasks. The Commission is not bound to justify its decision with respect to the selection or rejection of any Proposal.
- 2.20.3 It is the Commission's intention to prepare and execute a formal written agreement "Contract" between the Commission and the successful Proponent within thirty (30) working days from the date of acceptance by the Commission.

2.21 CANCELLATION OF CONTRACT:

- 2.21.1 In the event that the successful Proponent fails to comply with the Terms and Conditions, and Scope of Work Provided outlined in this Request for Proposal document or the "Contract", the Commission reserves the right to cancel the Contract within thirty (30) calendar days of delivery of written notice to the Proponent and to award it to another Proponent without penalty or action against the Commission. This will include, but not be limited to, unsatisfactory performance by the Proponent, to the Proponent and to its employees and / or Sub-Consultants, significant or repetitive deficiencies, excessive delays or inability to comply with agreed to delivery milestones, use of inexperienced / unqualified staff, poor quality of service and / or products, and / or unresolved problems. The Commission maintains the right to determine the level of performance that is satisfactory.

In addition to any investigation of complaints, the general performance of the Proponent and its employees shall be assessed on an ongoing basis and any deficiencies or complaints noticed shall be reported in writing.

- 2.21.2 In the event that insufficient funds are appropriated to the Commission for these services in any fiscal year or insufficient funds exist to continue the service, the services will be postponed and the Contract terminated or postponed upon thirty (30) calendar days written notice.
- 2.21.3 In the event that one (1) or more critical project team members identified in the successful Proponent's submission as being assigned to execute the scope of work detailed in the RFP becomes unavailable or is unable to complete their assigned tasks, for any reason, and a suitable replacement cannot be found, the Commission reserves the right to terminate the Contract within thirty (30) calendar days written notice.

2.22 INVOICING:

- 2.22.1 Invoices shall be directed to:

**GREATER MONCTON WASTEWATER COMMISSION
ACCOUNTS PAYABLE
355 HILLSBOROUGH ROAD
RIVERVIEW, N.B.
E1B 1S5**

- 2.22.2 In addition to the H.S.T. Registration number, Vendors are required to provide the amount of H.S.T. separately on all invoices.

- 2.22.3 **Contract Number must appear on all invoices.**

2.23 PAYMENT TERMS:

- 2.23.1 **Proponents are requested to include any proposed payment terms with their RFP submission.** In the event a Proponent does not specify a payment term, the Commission's standard payment term of "Net 30" days from date of monthly progress invoices shall prevail.

- 2.23.2 Payment(s) shall be authorized upon verification that the work completed meets the Project Requirements, and has been completed in accordance with the Terms and Conditions of the Contract, to the satisfaction of the Commission.

355, chemin Hillsborough Road, Riverview, NB Canada E1B 1S5

Tel./tél.: (506) 387-7977 Fax: (506) 387-7389

www.gmsc.nb.ca

- 2.23.3 Monthly progress payments will be issued for all fees and reimbursable disbursements incurred by the Proponent for work completed to that date, which shall be accompanied by monthly progress reports on the project with details and supporting documentation. Payment will be limited to the amount associated to each phase as identified by the successful Proponent in the fee schedule in the Proposal. Payment may be issued for partially completed phases on the basis of the percentage of verifiable and acceptable work that has been performed on each individual phase.

2.24 GREATER MONCTON WASTEWATER COMMISSION'S RIGHTS:

- 2.24.1 The Commission reserves the right to request and receive additional information as required from Proponents within a reasonable length of time, in order to complete the RFP evaluation(s). Notice will be given to all Proponents of the additional information required.
- 2.24.2 The Commission reserves the right to award based on the specified evaluation criteria and not necessarily pricing; however, available budgeted monies shall be taken into consideration.
- 2.24.3 Based on available financial resources, the Commission reserves the right to delete components from this RFP and negotiate changes to more fully meet the Commission's adjusted needs.
- 2.24.4 The Commission reserves the right to award this RFP in whole, or in part to more than one (1) Proponent, as may be deemed to be in the Commission's best interest.
- 2.24.5 The Commission reserves the right to make interim arrangements if the successful Proponent or its agents are affected by strikes, lockouts, Acts of God, or any other disturbances which render the Proponent unable to perform the services specified herein.
- 2.24.7 The issue of this RFP or any negotiations with a Proponent after the Closing Date does not bind the Commission to enter into a Contract to purchase the services described herein.
- 2.24.8 If one (1) or more critical project team members identified in the successful Proponent's submission as being assigned to execute the scope of work detailed in this RFP becomes unavailable or is unable to complete their assigned tasks, for any reason, acceptance or rejection of any proposed "replacement" project team member(s) must be approved at the Commission's **SOLE** discretion.
- 2.24.9 The Commission's acceptance of any proposed "replacement" project team member(s) will be provided to the Proponent **IN WRITING**, and no additional costs shall be incurred by the Commission for the use of this "replacement" project team member(s) to complete the scope of work.
- 2.24.10 The Commission reserves the right to terminate the Contract within thirty (30) calendar days written notice should ownership of the service provider change.
- 2.24.11 The Commission reserves the right to award in its best interest. RFP's offering the lowest price or any price need not necessarily be accepted.
- 2.24.12 The Commission also reserves the right **NOT** to award this RFP due to budgetary or any other reasons.