



CANADA'S
**MUSICAL
Coast**

Inverness County

Request for Proposals

MCI-RFP-2020-004

Terms of Reference

RFP for Cellular Service Expansion

Friday May 22nd, 2020

Contact:

Aaron MacDonald

Procurement Specialist

The Municipality of the County of Inverness

375 Main Street, Port Hood, NS B0E2W0

902-787-3518

aaron.macdonald@invernesscounty.ca

MCI-RFP-2020-004
Cellular Service Expansion

People rely on access to reliable, affordable, mobile connectivity. Mobile connectivity is essential for personal and professional communications. Investments in mobile (cell network) infrastructure will offer a wide range of benefits to communities within the Municipality of the County of Inverness. Benefits will include, creating jobs and private sector growth while encouraging stronger, safer, and more connected communities. The ability to receive a cellphone signal is also critical for public health and safety, therefore access to quality, cellular connectivity is vital. However, areas within the Municipality of the County of Inverness face a cellular connectivity gap. Some area residents face the daily challenge of no or sub-par access to cellular connectivity. Improvement is needed to address substantial gaps along highways and major roads linking communities. Long stretches of road without a mobile cellular signal pose a safety risk to drivers within the Municipality of the County of Inverness. Mobile wireless coverage should be available to residents both at home and on the go.

Proposals, from cellular service providers are being invited to address gaps and deficiencies in cellular service infrastructure in unserved and underserved communities within the Municipality of the County of Inverness, in accordance with the following terms of reference. The successful proposal must demonstrate the capacity to consult, advise and undertake, at a minimum the following work:

- Assess and map Municipal cellular connectivity, identify gaps and required telecommunications infrastructure required to eliminate these gaps.
- Help identify resources to offset the cost of investment and to assist in closing the gaps in cellular connectivity.
- Consult and promote on industry best practices.
- Identify interim measures.
- Improve access to quality, reliable cellular connectivity within the Municipality of the County of Inverness to Long-Term Evolution (LTE) standard for wireless communications.
- Consult on phasing, timelines and scalability of the proposed capital investments and scope of work.
- Proposed and implemented solutions must accommodate residential and commercial growth and allow for the seasonal expansion and contraction of the population of the Municipality of the County of Inverness.
- Consult on the evolution and preparedness of the cellular network within the Municipality of the County of Inverness for advancement and new technologies.
- Ensure compliance with Federal, Provincial, Municipal, and any regulatory bodies, guidelines, and criteria.
- Plan for and consult on affordability, it is important that sale prices charged for services to residents be reasonable to ensure residents can meaningfully subscribe and access the proposed services.
- Reduce deployment costs through efficient access to and use of existing passive infrastructure.
- The development of Operations and Maintenance Plans for any proposed and/or developed infrastructure/networks.
- Collaborate with necessary and beneficial stakeholders.
- Review options for servicing the project area(s) and recommend preferred option. Confirm capital, operating and life cycle costs.

- The optimal design solution should ensure minimal capital reinvestment during the life span of the asset.

The Municipality of the County of Inverness is a large county with varied geographic and topographical challenges, it is possible that no single technology is appropriate in all circumstances and so to reach universal cellular connectivity within the Municipality of the County of Inverness the use of varied technologies may need to be employed to ensure sustainable access to quality service.

The selected consultant or consultant team will be one that has demonstrated extraordinary functionality in cost-effective project design in addition to the highest level of technical and practical abilities. Innovative approaches combining cost effectiveness, operational efficiencies and new technologies should be considered.

RFPs are to be returned to the Municipal Office at:

375 Main Street
P.O. Box 179
Port Hood, Cape Breton
Nova Scotia, B0E 2W0
Attn: Aaron MacDonald, Procurement Specialist

in a sealed envelope clearly marked,
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REQUEST FOR PROPOSAL - MCI-RFP-2020-004 - CELLULAR SERVICE EXPANSION

and are to be received no later than 2:00 p.m. on Thursday, June 25th, 2020.

Faxed bids will not be accepted.

Email: aaron.macdonald@invernesscounty.ca

1) GENERAL INFORMATION

There will be no public opening of the proposals.

The name of each bidder may be made available to each bidder upon request once the proposals are open.

The Municipality of the County of Inverness reserves the right to reject any or all proposals or to accept any proposal or part thereof considered to be in its best interest.

The Municipality of the County of Inverness does not limit itself to accepting the lowest priced or any proposal. In addition, the County reserves the right not to award this bid should it be determined not to be in the County's best interest to do so.

2) INTRODUCTION

The Municipality of the County of Inverness

Cape Breton Island, traditionally known by First Nations Mi'kmaq people as Unama'ki, is re-emerging as one of the most dynamic travel destinations in Atlantic Canada. Stimulated by outstanding institutional support, a new generation of leadership and the mobilization and outreach by a solid group of partners Cape Breton Island is a destination determined to rejuvenate its product and experiences. The Municipality of the County of Inverness has emerged as an important player in this transition.

Inverness County is situated in the Western and Northern part of Cape Breton Island and borders the Atlantic Ocean and the Bras d'Or Lake, promising some of the spectacular views and picturesque scenery expected of an Atlantic Canadian coastline. Inverness County offers a perfect balance of nature, culture, history and community. As of the last census in 2016, the Municipality of the County of Inverness, established in 1879, had a population of 14,021 citizens. The Municipality provides services under five (5) departments: Administration, Finance & Taxation, Infrastructure & Emergency Services, Tourism and Recreation. The Municipality of the County of Inverness is also a member of the Cape Breton Regional Enterprise Network (CBREN) which jointly provides Economic Development Facilitation to its membership.

It is both a challenging and invigorating time to be living and working in Inverness County, Cape Breton Island, where creativity, innovation and growth are evident while also facing the long-term challenge of a declining and aging population. The Municipality is focused on strengthening the economy and population base and putting a greater emphasis on increased capacity to accommodate growth, business investment, readiness, and tourism.

The Municipality of the County of Inverness is taking the necessary steps to plan and prepare for a more sustainable and operationally effective future for area residents, ensuring equitable access to necessary services to promote healthy and prosperous communities. The benefits of improved mobile (cell network) infrastructure to the communities of the Municipality is quite substantial and diverse. Having communities within the Municipality more connected to each other and the world will generate growth in the private sector, entice job creation and enhance the security and safety of residents and their families. Cellphone coverage is crucial in today's environment. The gaps in connectivity within the Municipality pose not alone a safety hazard for public health and emergency services and it limits the potential of area communities. Quality cell coverage along all routes and roads connecting these communities is needed and required to address below average, and in many places, non-existent cellular connectivity. Mobile wireless coverage should be available to residents both at home and on the go.

The Municipality of the County of Inverness is requesting proposals from cellular providers to address gaps and deficiencies in cellular service infrastructure in unserved and underserved communities within the Municipality.

The Municipality recognizes that coverage areas may vary with the proposed technology and installation locations available for infrastructure. The proponent is asked to propose solutions that will best serve the desired areas with suitable services at a reasonable cost.

3) PROPOSAL OBJECTIVE

People increasingly access the internet – and connect to the world – through smartphones, tablets, and other mobile devices. People expect to access online content anywhere, anytime, and on any device. To participate in this universally connected world, the Municipality of the County of Inverness requires a reliable, universal, and robust cellular network. Currently, many residents within the Municipality of the County of Inverness are in a cellular “dead zone” with no access to mobile, cellular connectivity service. Some area residents, businesses, and visitors are unable to make a simple voice call, this is unacceptable, and it is especially concerning if the call is required for 9-1-1 emergency purposes. In many areas where people live, work and travel, mobile subscribers cannot access the mobile network at a service level like that of an urban environment.

Investments in mobile (cell network) infrastructure offer a range of benefits to the communities in the Municipality, including creating jobs and private sector business growth while creating stronger, more connected communities.

The primary Municipal objective is to address the coverage and capacity issues throughout the communities of Inverness County. There are demand areas where there are no cell services offered by any carrier. The intent of the project is to improve cellular service universally across throughout the Municipality, recognizing the need to package and phase these improvements and leverage the funding to offset the cost of investment for the Municipality and area residents. The expectation is to provide the ability to make a mobile voice call from anywhere within the Municipality.

In addition, a key goal of the project is to ensure that the entire major road network is covered to enable residents to make mobile calls in times of need, and to ensure that first responders also have additional options of communications.

The Municipality recognizes that wireless technology is about to undertake a fundamental shift with the introduction of 5G technologies. If any new infrastructure is built, it must accommodate our current LTE based environment but may evolve and be scalable to newer technologies and residential and commercial growth. The Municipality encourages Proponents to address this evolution in their responses.

The proponent is asked to propose solutions that will best serve these objectives with suitable services at a reasonable cost.

Proposals, from cellular service providers are being invited to address gaps and deficiencies in cellular service infrastructure in unserved and underserved communities within the Municipality of the County of Inverness, in accordance with the following terms of reference. The successful proposal must demonstrate the capacity to consult, advise and undertake, at a minimum the following work:

- Assess and map Municipal cellular connectivity, identify gaps and required telecommunications infrastructure required to eliminate these gaps.
- Help identify resources to offset the cost of investment and to assist in closing the gaps in cellular connectivity.
- Consult and promote on industry best practices.
- Identify interim measures.
- Improve access to quality, reliable cellular connectivity within the Municipality of the County of Inverness to Long-Term Evolution (LTE) standard for wireless communications.
- Consult on phasing, timelines and scalability of the proposed capital investments and scope of work.
- Proposed and implemented solutions must accommodate residential and commercial growth and allow for the seasonal expansion and contraction of the population of the Municipality of the County of Inverness.
- Consult on the evolution and preparedness of the cellular network within the Municipality of the County of Inverness for advancement and new technologies.
- Ensure compliance with Federal, Provincial, Municipal, and any regulatory bodies, guidelines and criteria, as it applies to this work.
- Plan for and consult on affordability, it is important that sale prices charged for services to residents be reasonable to ensure residents can meaningfully subscribe and access the proposed services.
- Reduce deployment costs through efficient access to and use of existing passive infrastructure.
- The development of Operations and Maintenance Plans for any proposed and/or developed infrastructure/networks.
- Collaborate with necessary and beneficial stakeholders.
- Review options for servicing the project area(s) and recommend preferred option. Confirm capital, operating and life cycle costs.
- The optimal design solution should ensure minimal capital reinvestment during the life span of the asset.

To address these terms of reference and achieve the desired outcomes, the Municipality of the County of Inverness acknowledges the natural beauty and landscape of our environment can lead to no single technology accomplishing this, and that different technologies may be needed to guarantee success and sustainability.

The selected consultant or consultant team will be one that has demonstrated extraordinary functionality in cost-effective project design in addition to the highest level of technical and practical abilities. Innovative approaches combining cost effectiveness, operational efficiencies and new technologies should be considered.

4) PROJECT ADMINISTRATION AND MANAGEMENT

The successful proponent shall be responsible for all aspects of coordination and project management and shall designate, in writing, a project manager. All coordination of services between the Municipality of the County of Inverness and the successful proponent shall be the responsibility of the respective manager.

The primary purpose of project administration / management is to keep the project within scope, budget, and on schedule and to ensure that appropriate quality control / quantity assurance practices are used to provide the best product possible for the Municipality of the County of Inverness.

Major consultant activities include:

- Confirm client requirements and objectives at project outset.
- Complete a project charter.
- Initiate and chair meetings.
- Maintain all project documentation.
- Provide written project updates to the Municipality on a bi-weekly basis (every two weeks). The updates are to include specific status updates on schedule and budget. Chart the project progress against the original schedule and report on all project variances.
- Schedule, facilitate and prepare minutes for meetings with the Municipal Project Manager on this file and relevant stakeholders throughout the duration of the project. The purpose of the meetings will be to review and update work progress (i.e. scope, schedule & budget) and to review and update project management plans.
- Identify & manage risks associated with the project.
- Proactive and thorough communication with Municipality throughout the duration of the project.
- Manage overall project scope, schedule, budget & quality control.
- Ensure all project changes and project variances are discussed and approved by the Municipality of the County of Inverness in advance of proceeding with the work.

Key deliverables include:

- All recorded information including project reports, project files, templates, surveys, calculations, sketches, plans, meeting minutes & correspondence.
- Communications plan, including regular written project updates outlining progress for the review period. The updates are to be reviewed/signed by the consultant's quality assurance representative for the project.
- At the project outset, develop a risk management plan including all mitigation measures used to manage project risks.
- Documentation of any project changes (scope, schedule, budget & quality impacts) including correspondence reflecting Municipal approval prior to proceeding with the proposed changes.

5) EASEMENTS, RIGHTS OF WAY, PERMITS AND LICENCES

The successful proponent shall carry out the necessary work to identify and address project risks and/or system deficiencies. The Proponent shall be solely responsible for obtaining all necessary easements, rights of way, agreements, permits and licenses required in connection with the performance of the work or the delivery of the Services at its whole cost and expense. It will be the responsibility of the Proponent to identify the necessary approvals required to complete this project.

6) TERM OF THE PROJECT

The term of any contract arising from this request for proposals will extend from the date the contract is signed until the project is deemed complete.

7) PROJECT AUTHORITY AND INVOLVEMENT

The Request for Proposal is administered under the direction of the Procurement Specialist, Department of Finance. The selection of any successful Consultant will be by Municipal Council upon review and recommendation made to it by the Project Steering Committee. Final approval is granted by the Municipal Council.

8) PROPONENT RESPONSIBILITY

The Proponent shall furnish the necessary qualified personnel to provide the services; the consultant shall provide a list of team members and team member roles.

The Proponent represents that it has access to the experience and capability necessary to and agrees to perform the services with the reasonable skill and diligence required to customarily accepted professional practices and procedures normally provided in the performance of services at the time when and the location in which the services were performed.

The Proponent shall carefully examine all Proposal documents for this contract, to determine the extent of work. By submitting a Proposal, the Proponent acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof.

The Municipality will not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that by submitting a Proposal by the Proponent, the proposal will serve as the stated commitment to fulfill all the conditions referred to in this Proposal.

Considering the COVID-19 Pandemic, the Proponent agrees to comply with social distancing advice as provided by the Province of Nova Scotia. The Proponent agrees to use audiovisual and/or teleconferencing platforms for all community engagement and steering committee meetings. Group gatherings of more than five (5) people are to be avoided as well as all non-essential travel. Under the Provincial Health Protection Act, people are to maintain a social distance of six (6) feet or two (2) meters. Social distancing requires work to be rearranged in ways that minimize contact with other people. The Proponent agrees to immediately self-isolate for a period of fourteen (14) days if the consultant has and or is planning to return from travel outside of Nova Scotia during this project term. The Municipal Project Officer must be notified of self-isolation due to suspected COVID-19 illness immediately.

9) MUNICIPAL RESPONSIBILITY

The Municipality of the County of Inverness shall make available to the Proponent all relevant information or data pertinent to the project which it has in its possession for the Proponent to perform the services.

The Municipality shall give prompt consideration to all documentation related to the project prepared by the Proponent and whenever prompt action is necessary, shall inform the Proponent of the Municipality's decision in such reasonable time so as not to delay the schedule for providing the services.

The Municipality shall, with assistance from the Proponent, obtain all required approvals, permits, licenses and access rights from Municipal and other governmental authorities and utilities having jurisdiction over or easements on the work site.

The Municipality shall advise the Proponent of the location of all Municipal, underground utilities and structures at any potential work site.

10) INQUIRIES

Any inquiries and requests for clarification with respect to this Request for Proposal must be directed to:

Aaron MacDonald

Procurement Specialist

Municipality of the County of Inverness

375 Main Street, Port Hood, Nova Scotia B0E 2W0

Office: 902-787-3518

Email: aaron.macdonald@invernesscounty.ca

Verbal responses to any question or inquiries are not binding on either party.

11) SUBMISSION CONDITIONS AND SCHEDULE

The submission of a proposal on this service will be considered as a representation that the Proponent has carefully investigated all conditions which may affect or may, at some future date affect the performance of the services covered by the proposal and that the Proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished.

The Request for Proposals tentative schedule is as follows:

Issue Request for Proposals	Friday, May 22 nd , 2020
End of question period	Friday, June 5 th , 2020
Issue responses to questions	Friday, June 12 th , 2020
Closing of Request for Proposals	Thursday, June 25 th , 2020
Evaluation Commencement	Monday, June 29 th , 2020
Interview(s), if necessary	TBD
Contract award	TBD
Target Project Start Date	Upon Award

- **Qualifications**

To establish the capabilities and qualifications of Proponents, specific information is requested, including corporate profile, service delivery capability, project management and technical support ability, relevant experience and references, management support programs, proven successes in similar undertakings, related management experience and additional background information as outlined herein.

Proponents are urged to submit as detailed a document as possible in support of their capacity to meet the requirements of this Request for Proposal.

To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall contain the following information with the heading/numbering system as noted below:

1.0 Understanding of Municipality's Requirements

A brief statement to indicate the Proponent understands the requirements of Municipality of the County of Inverness.

2.0 Corporate Profile

2.1 Mission, vision and values of the Proponent.

2.2 Overview of capabilities and services.

2.3 Three client references including location, client contact, nature of services, value of contract and key outcomes achieved. Projects must have been completed in the last 5 years.

2.4 Outline of criteria that differentiate the Proponent from its competitors.

2.5 Proof of Liability Insurance, minimum limit of \$5,000,000, or a letter from insurer indicating capability of providing the same.

3.0 Organization and Personnel

3.1 Identify contact name and address of Principal Contact for the Proponent.

3.2 Identify names of all sub-contractors.

3.3 Identify proposed main point of contact/Project Manager of the Proponent to be maintained throughout the project.

3.4 Identify key staff and their proposed role in the project including previous relevant experience. Appended resumes, if provided, are not to exceed three pages per person.

3.5 Provide descriptions of completed similar or representative projects executed by the Proponent and sub-contractors including year of completion, client contact names, staff and their roles in the project, and photographs or other graphic materials.

3.6 Overview of corporate health and safety programs and how programs are implemented for projects.

4.0 Provision of Services

4.1 Scope of Services outline of approach to completing all aspects of the scope of services, including for each service area a statement as to whether this service would be self-performed or subcontracted.

4.2 Approach to ensuring optimal value for money for the Municipality of the County of Inverness.

4.2.1 Approach to innovative design, cost effectiveness and energy efficiency.

4.3 Approaches to Management of Project

4.3.1 Approach to management of project.

- 4.3.2 Approach to customer contact and communications.
- 4.3.3 Approach to quality management.
- 4.3.4 Project schedule identifying key milestone dates for deliverables and time allotted for the Municipality's review.
- 4.3.5 A schedule of fees for professional services, plus disbursements, setting out rates of remuneration for each Proponent team member, an estimate for time each member will devote to a particular task, and an estimated cost of each budget item. Where disbursements are estimated or time and material based, provide unit rates or basis for estimate. Provide a maximum price for completing the assignment, including HST.

- **Closing Date**

The proposals must be received by the Municipal Procurement Specialist by 2:00pm on Thursday, June 25th, 2020. Proposal closing times are local (Atlantic) time. Proposals received after that time will not be considered and will be returned unopened to the Proponent.

Address for the Municipal Procurement Specialist:
Municipality of the County of Inverness
P.O. Box 179
375 Main Street
Port Hood, Nova Scotia
B0E 2W0

Courier Address:
Administration Building
375 Main Street
Port Hood, Nova Scotia
B0E 2W0

- **Proposal Packages**

The Municipality requires one (1) original copy of the proposal, three (3) hard paper copies and one (1) PDF digital copy on thumb/USB drive of the proposal to be submitted. Submissions must be in conformance with the requirements stated in this Request for Proposals document. All proposals are to be submitted duly signed by an authorized official able to commit the Proponent to the terms outlined in the proposal and enclosed in a sealed envelope clearly marked:

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The Municipality will not be held responsible for any proposal which is not properly identified on the outside of the envelope. Facsimile proposals will not be accepted.

- **Proposal Submissions**

Proposals and accompanying documents submitted by the Proponent are the property of the Municipality and will not be returned.

- **Public Opening**

As this is a Request for Proposals, there will not be a public opening; however, proposals shall be opened as soon as practical after the closing time.

- **Proposal Modifications**

Modifications to submissions already submitted shall be allowed, if received before the date and time fixed for the closing of submissions.

Email: aaron.macdonald@invernesscounty.ca

The Municipality will not accept any liability for any claim, demand or other actions for any reason should a facsimile or e-mail transmission be interrupted, not received in its entirety, received after the stated closing time and date, received by any other facsimile unit or email address other than that stated herein, or for any other reasons. The Municipality cannot guarantee the confidentiality of information contained in the amendment.

- **Proposal Changes and Amendments**

The Municipality may issue addenda and/or clarification to the Request for Proposal, as necessary. Proponents are responsible to ensure that they are aware of and have complied with any addenda issued in respect of this RFP, by visiting the Provincial Procurement Services Web portal site at...

<https://procurement.novascotia.ca/ns-tenders.aspx>.

When an addendum is issued, the closing time shall, where necessary, be adjusted to reasonably allow Proponents to receive the addendum and adequately consider, prepare and submit their proposals, taking into account the impact of the addendum.

- **Cancellation of Request for Proposals**

The Municipality has exclusive right to cancel this Request for Proposal at any time and reissue it for any reason whatsoever, without incurring any liability and no Proponent will have any claim against the Municipality as a consequence.

- **Consultant Expenses**

Proponents are solely responsible for their own expenses in preparing, delivering, or presenting a proposal and for subsequent negotiations with Municipality, if any.

- **Validity of Bid Conditions**

The terms and conditions of the proposal are to remain firm for 60 days from the closing date.

- **Withdrawal of Proposals**

Proposals may with be withdrawn on written request of the Proponent any time before the time of closing.

12) GENERAL PROVISIONS

Submissions will be reviewed by a Steering Committee consisting of representatives from the Municipality of the County of Inverness.

- **Rejection or Acceptance of Proposals**

The Municipality reserves the right to accept or reject any or all proposals, not necessarily accept the lowest cost proposal, or not accept any proposal that is not in its best interest, The Municipality also reserves the right to waive formality, informality or technicality in any proposal.

- **Form of Contract**

Any contract signed as a result of the Requests for Proposals will contain the relevant provisions of the RFP and of the successful submission by the Proponent, as well as any other terms that may be mutually agreed upon, whether arising from the proposal or as a result of negotiations.

Each Proposal will be received with the understanding that the acceptance in writing by the Municipality of the offer to furnish all or any part of the commodities described therein shall constitute in part a contract between the Proponent and the Municipality, which shall bind the Proponent on their part to furnish and deliver the services and/or commodities at the prices given and in accordance with conditions of said accepted Proposal and specifications and proposal terms and conditions, and the Municipality on its part to take delivery of and pay for the services and commodities at the contract prices, unless the contract is negotiated or the Proponent withdraws his Proposal.

No alterations or variations of the terms of the contract shall be valid or binding upon the Municipality unless authorized in writing.

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm Company or corporation without the previous written consent of the Municipality.

The placing in the mail to the address given in this Proposal or delivery of a notice of award to a Proponent will constitute notice of acceptance of a Proposal. When so requested by the Municipality the Proponent shall execute a formal contract with the Municipality for the complete performance specified therein.

The Municipality reserves the right to remove from the list of Proponents, for an indeterminate period, the name of any Proponent for unsatisfactory performance of contract.

- **Elaborate Proposals**

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal is not desired.

- **Confidentiality**

Whereas the Municipality has requested proposals rather than specific tender documents, we will endeavor to keep specific details of each submission confidential where possible. The confidentiality agreement will not be enforced where it is contrary to any legislative requirements for disclosure. The Municipality cannot guarantee the confidentiality of information contained in the proposal.

- **Interviews and Final Selection**

At their option, the Steering Committee may request a presentation or discussion with any or all Proponents for the purpose of clarification or amplification/simplification of the materials presented in any part of the proposal. However, Proponents are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Proponent. Presentations shall be made at the sole cost of the Proponent.

- **Debriefing**

An unsuccessful Proponent may request a debriefing or clarification meeting following the selection of another Proponent.

- **Acceptance Period**

All proposals will be irrevocable, valid and open after the date and time of opening and are to remain open for acceptance for a period of sixty (60) days.

- **Supplemental Information**

Subsequent to the formal closing of the Proposal, the Municipality may request additional information about the Proponents' proposal by attaching a signed inquiry letter via email to the Proponent's contact. The Proponent will provide a signed written response. The Municipality may require interviews to clarify a Proponent response.

- **Third Party Consultant**

Proponents must disclose the use of any third-party Consultant.

- **Workplace Safety & Insurance Board**

The Proponent will be required to show proof of Workplace Safety & Insurance Board coverage.

- **Insurance Requirements**

The successful Proponent shall at all times during the term of an agreement and any extension or renewal thereof, at its own expense, obtain and provide the Municipality with evidence of Commercial General Liability Insurance, including cross-liability, employers liability, and contractual liability insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than five million (\$5,000,000.00) per occurrence and in the annual aggregate. Such policy shall name the Municipality as an additional insured with respect to the liability arising out of the operations of the named insured.

The Proponent shall provide to the Municipality prior to entering into an agreement, a Certificate of Insurance.

If such a policy is cancelled thirty (30) days prior written notice by registered mail will be given by the Proponent's insurer to the Municipality.

The Municipality reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to the agreement as the Municipality may reasonably require from time to time, at the Municipality's expense.

The Proponent will carry professional liability insurance in the total amount of Five Million Dollars (\$5,000,000) per claim and in the annual aggregate within any policy year. Coverage will be maintained continuously from the commencement of the Services until completion or termination of the Services

and, subject to availability at reasonable cost, for 2 years after completion or termination of the Services.

The Municipality may choose to increase the amount or the coverage of the Proponent's professional liability insurance so as to obtain additional insurance that is specific to the Project. The Proponent will cooperate with the Municipality to obtain such additional insurance, at the Municipality's expense.

- **Indemnification**

The Proponent will be required to agree to the following respecting liability and indemnity:

The Proponent agrees that it shall, indemnify and save harmless the Municipality and each of its elected officials, officers and employees from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the Municipality in respect to any costs, expenses, loss, damage or injury, including death and reasonable legal fees and arbitration costs, to the extent caused by negligent acts or omissions of the Proponent or any of its officers, directors, employees, subcontractors or anyone for whom the Proponent is liable in law, in connection with the services performed, purportedly performed or required to be performed by the Proponent as part of this projects scope.

Notwithstanding any other provision, the total liability, in the aggregate, of the Proponent, its officers, directors and employees or any of them to the Municipality, for any and all claims, losses, costs, demands, damages, including solicitors' fees, expert witness fees and costs of any kind arising under or related to this Agreement or any services provided hereunder, whether based in contract or tort, shall not exceed the total amount of Five Million Dollars (\$5,000,000). All claims by Client shall be deemed relinquished unless filed within two (2) years after substantial completion of the Services rendered under this projects scope.

- **Payment**

All payments will be made within sixty (60) days from receipt of an approved invoice. All invoices must be approved by the Municipality.

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.

All charges against the Proponent shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Proponent shall pay the Municipality, on demand, the amount of such charges.

13) PROPOSAL EVALUATION

Following the close of the Proposal call, all Proposals will be evaluated. The Municipality, at its sole discretion may negotiate any aspect of any Proposal with one or more of the Proponents at any time. Negotiations with any Proponent shall not oblige the Municipality to enter into a contract with any Proponent or be construed as an acceptance of the Proposal.

- **Negotiation**

All negotiations shall be in writing, in a form satisfactory for inclusion into the contract. In addition to reviewing the written Proposals, the evaluation process may include a formal interview with one or

more of the Proponents involved in the Proposal to allow the Municipality team to verify the capability and resources of the Proponent.

- **References**

References, credit checks, or any other type of information that will aid the Municipality in its selection may be obtained and used by the Municipality in its evaluation of Proposals. The Municipality reserves the right to consider all or any information received from all available sources, whether internal or externally obtained.

- **Proposals Received Prior to Deadline**

Proposals received before the Closing Deadline on time will be reviewed. Proponents may be contacted to explain or clarify their Proposals however they will not be permitted to alter information as submitted. A Proposal that contains major irregularities (material to award or unfair if allowed) will be rejected outright. Acceptable offers (those with no major irregularities) arriving before the Closing Deadline will be evaluated.

Short-listed Proponents may be requested to attend a meeting, clarify points, and show samples of previous successes. Evaluation may then be adjusted accordingly.

- **Errors & Omissions**

It shall be understood and acknowledged that while this Proposal includes basic specifications, minor items or details not herein specified but obviously required, shall be provided as if specified in conformance with modern practices and workmanship. Any omissions, errors or misinterpretation of these requirements and specifications or within the proposal bid shall not relieve the Proponent of the responsibility of providing the goods as aforesaid.

- **Addenda**

During the Proposal period only, Proponents who have submitted a notice of intent to submit will be notified of addenda to required additions to, deletions from, or alterations to the requirements of the Proposal Documents. Addenda shall become part of the Proposal Documents. Proponents shall include the cost implications of all addenda in the Proposal.

The requirements of all addenda issued during the open call for proposal shall be included. The onus is on the Proponent to ensure they have received all addenda issued.

14) NON-COLLUSION

A Proponent shall not discuss or communicate directly or indirectly with any other Proponent or their agent or representative about the preparation of their Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without collusion or fraud. If the Municipality discovers there has been a breach of this requirement at any time, the Municipality reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

15) TERMINATION

- **Termination for Convenience**

The Municipality may terminate the agreement, in whole or in part, whenever the Municipality determines that such termination is in the best interest of the Municipality without showing cause, upon giving written notice to the Proponent. The Municipality shall pay all reasonable costs incurred by the Proponent up to the date of termination. However, in no event shall the Proponent be paid an amount, which exceeds the price bid for the work performed. The Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

- **Termination for Default**

When the Proponent has not performed or has unsatisfactorily performed the contract, the Municipality may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Municipality. Failure on the part of a Proponent to fulfill contractual obligations shall be considered just cause for termination of the contract. The Proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Municipality in re-procuring and completing the work.

16) CONFLICT OF INTEREST

All Proponents shall disclose to the Municipality any potential conflict of interest. If such conflict of interest does exist, the Municipality may, at its discretion, withhold the award. If during the Proposal evaluation process or the negotiation of the contract, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest.

17) LITIGATION

The Municipality reserves the right to reject any bids received from a company, that is or whose principals are, at the time of bidding, engaged in a lawsuit or other legal proceeding, against the Municipality, or who has given notice to the Municipality of its intent to commence litigation or other legal proceedings against the Municipality.

18) SUBCONSULTING

The Proponent shall not assign the agreement or retain subcontracting without the prior written consent of the Municipality. No assignment or subcontract shall relieve the Proponent from the obligation set out in this document or impose any liability on the Municipality.

In such cases, customer references and a written statement must be included from an officer of the proposed subcontractor demonstrating the ability to provide the indicated functions in accordance with these specifications.

All known subconsultants must be listed in the Proposal submission. Subconsultants not listed in the Proposal submission must be approved by the Municipality or his authorized designate prior to any commencement of work.

19) INDEPENDENT CONTRACTOR

The Proponent is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be an employee, agent or in a joint venture with the Municipality.

A proposal submission shall not be interpreted or construed to create an association, agency, joint venture or legal partnership between the parties, or to impose any liability attributable to such a relationship upon either party.

20) LIMITED SUBMISSIONS RECEIVED

In the event that the Municipality receives less than two Proposal Submissions, the Municipality, at its sole discretion, reserves the right not to proceed with the opening of the submissions and may delay or change the closing date and may cancel the process as it deems appropriate.

21) RIGHT TO AUDIT

The Municipality shall have the right to appoint an independent public accounting firm to audit all financial and related records, including payroll records associated with the contract kept by or under control of the Proponent, including the Proponent's employees, agents, assigns, successors, and subcontractors. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Municipality unless the audit identifies overpricing or overcharges, the Proponent shall reimburse the Municipality for the actual cost of the audit and refund the overpricing or overcharged amounts.

The Proponent shall maintain such financial and related records, together with such supporting or underlying documents and materials, for the duration of this contract and for at least seven years following the completion, expiry or termination of this contract.

All information requested or required pursuant to this right to audit, shall be made available during normal business hours at the Proponent's office or place of business. This right to audit shall not be constructed to limit, revoke, or abridge any other rights, powers, or obligations relating to the audit, which the Municipality may have by Municipal, Provincial, or Federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are expressed or implied.

This right to audit shall survive the completion, expiry or termination of this agreement.

22) TAXES

The Municipality is required to pay the tax on all goods, materials, labor, services and equipment. These applicable taxes must be shown separately and are not to be included in the unit prices or sub-total prices.

23) GOVERNING LAW

The work shall be governed by the laws of the Province of Nova Scotia, and the laws of Canada applicable thereto, and any legal proceedings arising out of this Agreement shall be brought in a court of competent jurisdiction in the Province of Nova Scotia.

24) NOTICE OF ACCEPTANCE

Notice of Acceptance (Project Award) will be provided in writing by the Municipality to the Proponent.

The RFP along with any addenda(s) issued by the Municipality, the Proponent's reply, and the written Notice of Acceptance (Project Award) to the Proponent, will together constitute the contractual arrangement between the Municipality of the County of Inverness and the Proponent.

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Request for Proposal, and to award contracts to one or more Proponents; to reject any and all Proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the Municipality will be served.

The Municipality reserves the right to make awards within sixty (60) days from the date Proposals are opened, unless otherwise specified in the Request for Proposals, during which period the Proposal shall not be withdrawn unless the Proponent distinctly states in their Proposal that acceptance thereof must be made in a shorter specified time.

A Proponent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Request for Proposals.

All things being equal, preference will be given to purchases firstly to supplies and services of local manufacturers, secondly to supplies and services offered by local suppliers and thirdly to supplies and services of Canadian owned companies.

25) EVALUATION SCORING SHEET

RFP ID: MCI-RFP-2020-004

Project Title: Cellular Service Expansion

Proponent: _____

	Criterion	Points	Weight Factor	Points x Weight Factor
1	Company profile and related project experience.	0 1 2 3 4 5 6 7 8 9 10	15%	
2	Project team qualifications and experience.	0 1 2 3 4 5 6 7 8 9 10	15%	
3	Detailed work schedule and staff allocation.	0 1 2 3 4 5 6 7 8 9 10	15%	
4	Project approach, coverage objectives and service quality levels.	0 1 2 3 4 5 6 7 8 9 10	25%	
5	Cost.	0 1 2 3 4 5 6 7 8 9 10	15%	
6	Design, completeness, and clarity of proposal.	0 1 2 3 4 5 6 7 8 9 10	5%	
7	Comparative value analysis.	0 1 2 3 4 5 6 7 8 9 10	10%	
			100%	
	Total Score			

Instructions to Evaluator: Complete a separate evaluation form for each Proposal reviewed. Each criterion must be assigned a score.

The point values entered above reflect my best independent judgement of the merits of the identified Proponent's Proposal.

Evaluation Team Member (please print): _____

Signature: _____

Date: _____

26) PROPOSAL EVALUATION TABLE

RATING	DESCRIPTION	
10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Municipality's needs.
8	Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the Municipality's needs.
7	Above Average	Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Below Average	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3	Below Poor	Poor to Very Poor
2	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Nearly Unsatisfactory	Very Poor to Unsatisfactory.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.