

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

REQUEST FOR PROPOSALS

MCARFP022020

Cellular Service Expansion Antigonish County

1. **Overview:** The Municipality of the County of Antigonish invites proposals from cellular service providers to address gaps and deficiencies in cellular infrastructure in unserved and underserved areas of Districts 1 and 2 in Antigonish County, Nova Scotia. See map for details, appendix 1.
2. A minimum of two (2) paper copies or one (1) digital copy of the proposal shall be submitted and returned to the Municipal Office at:

Municipality of the County of Antigonish

285 Beech Hill Road

Beech Hill, NS B2G 0B4

Attn: Shirlyn Donovan, Strategic Initiatives Coordinator

shirlyn.donovan@antigonishcounty.ns.ca

in a sealed envelope clearly marked:

“RFP - MCA Cellular Service Expansion 2020 ”

And are to be received no later than 4:30PM February 27, 2020.

Email bids are accepted whereas Faxed bids will not be accepted.

3. There will be no public opening of the RFPs.
4. The name of each bidder and the amount of their total price bid may be made available upon request to each bidder once the RFPs are open.

5. The Municipality of the County of Antigonish reserves the right to reject any or all RFPs or to accept any RFP or part thereof considered to be in its best interest.
6. The Municipality of the County of Antigonish does not limit itself to accepting the lowest or any RFP. In addition, the Municipality reserves the right not to award this bid should it be determined not to be in the Municipality's best interest to do so.
7. Any questions or inquiries regarding the RFP may be forwarded to:

Shirlyn Donovan
Strategic Initiatives Coordinator
Municipality of the County of Antigonish
902-863-5711
shirlyn.donovan@antigonishcounty.ns.ca

8. Introduction

The Municipality of the County of Antigonish is a rural area with a population of approximately 14,500 and roughly 7630 dwellings.

The Municipality of the County of Antigonish is requesting proposals from cellular service providers to address gaps and deficiencies in cellular infrastructure in unserved and underserved communities in Antigonish County, Nova Scotia.

The Municipality of focusing on service in the area shown in Appendix 1, Highway 245 and Highway 337. The Municipality recognizes that coverage areas may vary with proposed technology and installation locations available for infrastructure. The proponent is asked to propose solutions that will best serve the desired areas with suitable service at a reasonable cost.

9. Service Requirements

Proponents are expected to provide 4G technology (LTE standard or better) and the network should support non-VoLTE enabled devices.

10. Deliverables / Milestones

The successful proponent shall work with the Municipality to develop a timeline for completion of the proposed work.

11. Administration and Legal Requirements

a. Business Registration

Proponents are required to be registered to carry on business in accordance with applicable laws. The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful proponent is registered and in good standing, in accordance with applicable laws. If the proponent's business is not required to register in Nova Scotia, the proponent will be required to submit registration from your applicable Provincial jurisdiction.

b. Experience

Proponents must have at least three years of experience in deploying and operating cellular infrastructure, and must be eligible to operate as a Canadian carrier.

c. Contract

The successful proponent(s) will be required to work with the Municipality to develop and execute an appropriate contract that will constitute the legal agreement with the Municipality for this project and govern all aspects of the services/goods to be delivered. The contract will incorporate the relevant terms of this RFP and the provisions of the successful proposal as determined by the Municipality, and any other terms as the Municipality may require. Failure to enter into a contract within 30 days of notice of award may result in the Municipality cancelling award and entering into negotiations with bidder.

12. No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement may not be an exclusive contract for the provision of the described Deliverables. The Municipality may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services from the Municipality's own resources.

13. Termination

The Municipality may, at its sole discretion, without cause and without penalty, cancel the project, and terminate any resulting contract after a proposal has been accepted upon 30 days written notice of termination.

14. Other Important Provisions

a. Addenda and Addenda Acknowledgement

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>

Responding to this RFP may require the acknowledgement of a specific addendum or multiple addenda as part of the submission. Acknowledgement requirements, whether optional or mandatory, will be specified in the applicable addendum. The proponent must monitor the Procurement Services website for any addenda that may be issued during the open period of the RFP.

b. Conflict of Interest

The Municipality reserves the right to disqualify any proponent that in the procuring entity's sole opinion has an actual or potential conflict of interest or an unfair advantage in respect of this RFP, whether existing now or is likely to arise in the future, or may permit any such proponent to continue and impose such terms and conditions on that proponent, as the Municipality in its sole discretion may require. Proponents are required to disclose, to the RFP Contacts, any potential or perceived conflict of interest issues immediately upon becoming aware of any such conflict.

c. Right to Reject; Financial Stability; Non-Compliance

Failure to comply with any of the mandatory terms or conditions contained or referenced in the Solicitation documents shall result in the rejection of the Bid.

All of the terms, conditions and/or specifications stated or referenced in the Solicitation are assumed to be accepted by the Bidder and incorporated in the Bid.

Bidders may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Solicitation requirements. The Municipality reserves the right to reject Bids from any Bidder that it believes is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

The Municipality reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Municipality will be the sole judge of whether a proposal is accepted or rejected.

The Municipality reserves the right to split an award amongst Bidders as deemed in the best interests of the Municipality.

15. Proposal Format

To help ensure consistency in proponent responses and facilitate the evaluation process, the proposal should be prepared and packaged, as outlined in the sections that follow. Please print

double-sided whenever possible and limit promotional and/or marketing materials to the information specifically requested in this RFP.

A complete proposal package is comprised of the elements below, presented in the order listed:

- One (1) x Business Registration Profiles
- One (1) x Letter of Introduction

This should identify the proponent and be signed by a signing officer for the proponent in order to bind the proponent to the statements made in the proposal.

- One (1) Technical / Pricing Response which includes:
 - Table of Contents
 - Body of Proposal
 - Appendices

Ensure the external packaging reflects the information listed below:

- Proponent's name
- RFP - MCA Cellular Service Expansion 2020

16. Technical Response

Describe the approach and/or process proposed to address the service requirements. Include any notable methodologies, innovative solutions, tools and techniques, and their respective suitability to this project.

Also provide a project plan that reflects your proposed approach/process and demonstrates your ability to meet the schedule requirements for this project, including any applicable milestones.

Project plan should include, but is not limited to:

- Installation timelines and milestones;
- Proposed coverage map including approximate number of homes to be served;
- Proposed equipment;
- List of project related contractors and consultants and their roles in the project;
- Sustainability and availability of technical and customer service support;
- Qualifications and experience of service provider in providing cellular network management.

17. Pricing Response

Pricing response shall include:

- Itemized project costs broken down by service area and key activities;
- Breakdown of project funding, including any contribution by the proponent and contributions requested of the Municipality.

18. Proposal Evaluation

The Evaluation Team will consist of representatives of the Municipality and may include other representatives as deemed appropriate by the Municipality. It is understood and accepted by the proponent that all decisions about the degree to which a proposal meets the requirements of this RFP are in the sole determination of this Evaluation Team.

To assist in the evaluation of proposals, the Evaluation Team may, but is not required to:

- Conduct reference checks relevant to the proposal with any or all of the references cited in a proposal to verify information regarding a proponent and rely on and consider any relevant information from such cited references in the evaluation of a proposal.
- Conduct any background investigations that it considers necessary and consider any relevant information resulting there from.
- Seek clarification from a proponent with respect to their proposal. Such clarification will not offer the proponent the opportunity to change or provide new information. To the extent possible, requests made by the Evaluation Team will be sent from the email addresses of the RFP Contacts.

A proposal will be examined in accordance with the evaluation process and criteria outlined in the sections below.

19. Evaluation Process

Proposals will be assessed based on:

- Proponent's capabilities, capacity and financial viability;
- Proposed technology / connectivity method;
- Coverage area proposed, particularly number of households which will receive access to improved cellular coverage;
- Timeline for completion of the work;
- Sustainability and availability of technical and customer support;
- Installation costs to be contributed by the Municipality.

20. Other Terms and Conditions

Duration of Proposal

Unless stated otherwise in this RFP, proposals must remain open to acceptance and are irrevocable for a period of 90 days after the closing date.

Addenda, Corrections or Extensions of the Invitation

The Municipality reserves the right to modify the terms of this RFP at any time prior to closing, at its sole discretion.

Acceptance of Proposal / Right to Reject

- A. Failure to comply with any of the terms or conditions contained or referenced in this RFP document may result in the rejection of a proposal.
- B. All of the terms, conditions and/or specifications stated or referenced in this RFP are assumed to be accepted by the proponent and incorporated in the proposal.
- C. Issuing this RFP implies no obligation on the Municipality to accept any proposal, or a portion of any proposal submitted.
- D. The lowest priced proposal or any proposal will not necessarily be accepted.
- E. Following closing, the Municipality reserves the right to enter into negotiations with one or more proponents to enter into a contract. The Municipality will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.
- F. The successful proponent shall enter into a contract with the Municipality.

Cancellation

- A. This RFP may be cancelled in whole or in part without penalty, when:
 - a. there has been a substantial change in the requirements after this RFP has been issued;
 - b. information has been received by the Municipality after this RFP has been issued that the Municipality feels has substantially altered the procurement; or
 - c. there was insufficient competition in order to provide the level of service, quality of goods or pricing required.
- B. The Municipality will be the sole judge of whether there is sufficient justification to cancel this RFP.
- C. The Municipality of the County of Antigonish reserves the right to reject any or all proposals or to accept any offer that is deemed by Council to be in the best interest of the Municipality. The Municipality also reserves the right to waive any informality to any or all offers. In addition, the Municipality of the County of Antigonish may cancel this RFP, reject all the Proposals, and seek to sell the property through a new RFP or other means.

Proposals Property of the Municipality

All submissions become property of the Municipality. The Municipality of the County of Antigonish will not be liable for any costs incurred by a proponent in responding to this RFP, regardless of whether the Municipality enters into any contracts through this process, decides not to go forward with the sale of the property, cancels this RFP for any reason, or contracts for the sale of the property through some other process or by issuing another RFP.

Liability for Costs

Proponents are responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the Municipality, if any. The Municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by any proponent as a result of, or arising out of, the submission or any proposal, or due to the Municipality accepting or rejecting any proposal.

Accuracy of the RFP Document

While the Municipality has tried to ensure accuracy in this RFP, it is not guaranteed or warranted by the Municipality to be accurate, nor is it necessarily comprehensive or exhaustive.

The Municipality reserves the right at their sole discretion to clarify any proposal after closing by seeking further information from that proponent, without becoming obligated to clarify or seek further information from any or all other proponents.

Proponents are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their proposals in any substantive manner.

Appendix 1

The goal of the project is to supply cellular service to homes and vehicular traffic along Highway 337 and Highway 245. Currently, reliable cellular coverage stops in North Grant along Highway 245 and between Jimtown and Lakevale on Highway 337. Zero to poor coverage continues all the way around the Cape and extends to the County line near Knoydart (just past McArras Brook on the map).



