



Request for Proposals
Design & Construction Services
For
PKOLS (Mount Douglas) Communication Tower

Request for Proposals No.: **23-065**

Issued: **June 12, 2023**

Submission Deadline: **July 13, 2023 3:00PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the District of Saanich (the “District”) to prospective proponents to submit proposals for **PKOLS (Mount Douglas) Communication Tower** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The District is seeking a qualified design build proponent for the design, supply and installation of a new communication tower located on Mount PKOLS.

The District intends to deliver the project using a Design-Build methodology with a single Contractor responsible for all aspects of the Deliverables, in a Design-Build Agreement (CCDC14) between the District and the Design-Builder.

The scope of work includes, but is not limited to, all responsibilities for engineering, design, construction, environmental protection, safety, quality/quantity control and assurance, and training required to deliver the infrastructure identified in the RFP documents. The scope of the Design-Builder's responsibilities is defined by the requirements of the RFP and the Design-Build Agreement.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Brandy Giesbrecht
Buyer

Please direct all enquiries in writing to
the above-named contact person by e-mail to:
purchase@saanich.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the District, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the District for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the District and the selected proponent. It is the District’s intention to enter into an agreement with only one (1) legal entity.

1.3.2 Term of Contract

The term of the agreement will be in effect until the completion of the Deliverables.

1.4 RFP Timetable

1.4.1 Key Dates

Site Visit / Pre-Bid Meeting	June 21, 2023 1:30 PM local time
Deadline for Questions	July 04, 2023
Deadline for Issuing Addenda	July 07, 2023
Submission Deadline	July 13, 2023 3:00PM Local Time

The RFP timetable is tentative only and may be changed by the District at any time. For greater clarity, business days means all days that the District is open for business.

1.4.2 Site Visit / Pre-Bid Meeting (if applicable)

All contractors wanting to bid are strongly encouraged to attend the non-mandatory site visit on:

June 21, 2023 @ 1:30 PM Local Time

Location: Summit Parking lot at the top of Churchill Drive, PKOLS (Mount Douglas Park).

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

<https://saanich.bonfirehub.ca/opportunities>

Proposals must be uploaded, submitted, and finalized prior to the Submission Deadline. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of requested information will only be visible after the Submission Deadline.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

District of Saanich uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [District of Saanich Portal Technical Support \(bonfirehub.ca\)](mailto:District of Saanich Portal Technical Support (bonfirehub.ca)) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

Proponents are solely responsible for ensuring proposals are submitted to the District via the Bonfire portal prior to the Submission Deadline. The District will not be liable to a proponent or any other person for any delay in submission of a proposal for any reason including technological delays, or problems with any telecommunications system. Without limiting the foregoing, the District will not be liable for any loss, cost, damages, or expense whatsoever associated with proposals not received prior to the Submission Deadline.

1.5.3 Proposals to be Submitted in Prescribed Format

Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

Requested Documents:

Name	Type	# Files	Requirement
Submission Form (Appendix B)	PDF (.pdf)	1	Required
Declaration of Social & Environmental Practices Form (Appendix E)	PDF (.pdf)	1	Required
Technical Proposal Submission	PDF (.pdf)	Multiple	Required

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline through Bonfire, as detailed [here](#).

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal.

To withdraw a proposal prior to the Submission Deadline, a proponent can “un-submit” their submission through Bonfire, as detailed [here](#).

To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The District is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The District will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the District will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the District issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The District will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the District as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The District will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the District. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the District or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the District and the selected proponent. Negotiations may include requests by the District for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the District for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The District intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the District invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the District may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the District elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the District may consider the proponent's past performance or conduct on previous contracts with the District or other institutions.

3.1.5 Information in RFP Only an Estimate

The District and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the District

The District will not return the proposal, or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The District makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The District may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The District is under no obligation to provide additional information, and the District is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The District is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the District, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the District.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the District determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the District may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the District may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The District may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the District and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

- (a) For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:
- i) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (A) having, or having access to, confidential information of the District in the preparation of its proposal that is not available to other proponents; (B) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (C) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (D) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (E) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
 - ii) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships, or financial interests (A) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (B) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations; or
 - iii) the proponent or, if the proponent is a corporation or other incorporated body, any of the proponent's officers, directors, or employees with authority to bind the proponent, is an employee or immediate relative of an employee of the District.
- (b) for the purposes of this section:
- i) the term “the District” includes the Saanich Police Department; and
 - ii) the term “immediate relative” means a spouse, parent, sibling, or sibling-in-law of a District employee.

3.4.2 Disqualification for Conflict of Interest

The District may disqualify a proponent for any conduct, situation, or circumstances, determined by the District, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The District may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the District determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the District; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The District may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the District, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the District

All information provided by or obtained from the District in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the District and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the District; and
- (d) must be returned by the proponent to the District immediately upon the request of the District.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the District. The confidentiality of such information will be maintained by the District, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the District will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the District by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the District to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The District may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

CCDC 14

The District intends to use the Canadian Construction Documents Committee CCDC 14 – 2013 Design-Build Stipulated Price Contract as amended by the District's Supplementary General Conditions which are attached as Appendix A

These Supplementary General Conditions are to be included in any eventual Agreement between the District and the successful proponent. Although the final wording of the provisions may be subject to negotiation, proponents should be prepared to enter into an Agreement to include these provisions.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract-A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the District and the proponent unless and until the District and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the District prior to the Deadline for Issuing Addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the District within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the District to the advisers retained by the District to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for PST and GST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance and bonding costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law. There will be no reimbursement for additional expenses.

2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Required Pricing Information

Proponents should provide a Guaranteed Maximum Price of \$ _____ in Canadian funds being the total amount payable by the District to the Design-Builder for the performance of the Deliverables, as described in Appendix D, in their Proposal Submission.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The District of Saanich is seeking the design and construction services of a qualified proponent to replace the existing communication tower on PKOLS (Mount Douglas).

Introduction:

The District of Saanich wishes to receive proposals to Engineer, Furnish and Install (EF&I) a replacement of the current ~30m mast located at the top of PKOLS (Mount Douglas) as well as the cable ducting from the mast to the pull-pit located just east of the adjacent equipment shelter. Proposals are to include a concept design for evaluation.

This RFP is for a bare tower and duct bank only. Existing users will be responsible for moving their antennas and feedlines from the existing structure to the new mast/tower using contractors of their own choice.

Background:

The existing mast, constructed around 1991, is presently beyond its designed load capacity based on current CSA standards. Multiple cellular service providers and public safety organizations wish to upgrade their antennas necessitating the addition of larger and heavier panel antennas. Furthermore, they wish to mount their radio units very close to these same antennas on the mast. The weight and wind-loading proposed by these current and pending users exceeds the safe working limits of the existing mast and have been denied to date.

Saanich owns and operates the existing mast, cable ducts and building within the communications easement at the top of PKOLS (Mount Douglas). The existing 30m mast is the second such mast built at the site since 1960 and is a 12-sided tapered, slip fit steel mast mounted on a concrete foundation secured to the underlying rock with 16, 4m long, epoxy coated dowels. A 45cm diameter duct feeds through the foundation to allow cables into the interior of the mast. Additional reinforcement was added around 1997 consisting of three half- round sections welded to the mast up to the 12m level. Securable hatches and cable guides were added to the top of the base to facilitate secure access to the resultant cable raceways created by the foregoing half-round sections.

Four 20cm diameter ducts together with two 50mm ducts connect the tower base and foundation to nearby equipment shelter. These are partially buried and covered by natural rock and concrete to make them visually unobtrusive.

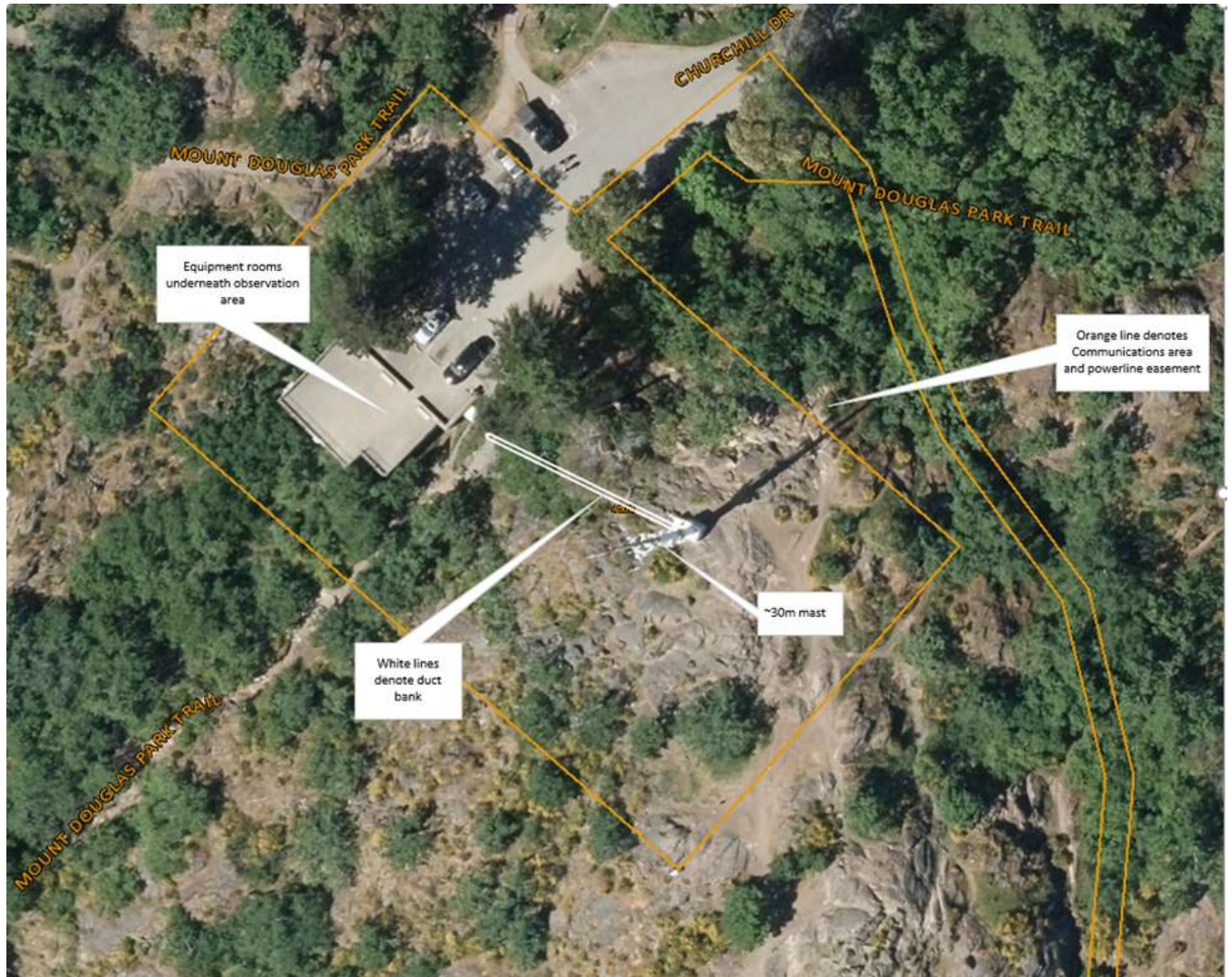
The new mast or tower must be a free standing, aesthetically pleasing and climb proof structure with space for at least four cellular service providers and all current non cellular users. The design must provide for a loading capacity buffer to allow for future growth to at least double that of the current structure. The new mast or tower must be as close to the existing tower as possible, no further than 6m or 20ft of the existing tower.

Proponents are free to suggest a monopole or conventional tower of up to 40m in height. Note that the area around the mast/tower is a park and the public will have access to the base of the structure thus necessitating creative anti-climb and anti-vandal solutions.

No antennas below 5m above ground level will be considered in the design to facilitate anti-climb solutions and to maintain Health Canada Safety Code 6 (SC6) requirements for site users and the public.

The documentation package commissioned by Saanich provides a complete tower description and antenna inventory as at (at or of?) Q1 2022 and is included with this RFP (please see Annex 1 and 2).

Site Map:



Requirements:

The mast/tower is to be a free standing, aesthetically pleasing and climb proof structure with space for at least four cellular service providers and all current non cellular users.

The general user antenna mounting heights are to remain the same as the current structure. VHF/UHF/SCADA/700MHz users at the top, cellular users in the middle and microwave antennas mounted at the bottom. No antennas to be mounted below the 5m level to maintain anti-climb

and SC6 compliance. Pinwheel and horizontal boom antenna mounts will be considered for a mast solution; pinwheels and booms are discouraged for three or four-legged tower proposals.

The current mast loading is to be used as a baseline. Designed loading capacity for the new mast/tower is to be at least double that of the existing mast. Wind loading is to take into account a one in a hundred-year Environment Canada predicted events and the locally generated venturi effect generated by the Mount Douglas terrain shape.

Fall arresting gear shall be fitted as per current industry safety guidelines and practices with special consideration regarding unauthorized anti-climb requirements.

Design of the mast/tower must meet current CSA standards.

Clearance lighting (must be LED) to be supplied and fitted in accordance with Transport Canada requirements.

Static dissipation, lightning protection, and electrical grounding as per relevant safety standards and current industry practice to be fitted. Passive cathodic protection to be considered per industry standards and practices.

Cable management and/or hoisting grip anchor points and hand holes to be fitted as required for user cables. Ample room for large diameter low-loss cables particularly for the VHF/UHF users at the top of the tower must be provided.

The structure is to be constructed from high strength steel, hot dipped galvanized for corrosion protection. Cold galvanizing must be applied after construction to joints and fasteners as well as other areas where the integrity of the galvanizing has been compromised as a result of the construction/installation process.

The lifespan regarding fatigue and corrosion is expected to be in excess of 50 years.

Future reinforcement and future additional antenna interface hardpoint addition capabilities must be demonstrated to be feasible in the proposed design documentation.

The new duct bank shall consist of 5, 25cm ducts for RF and data cables together with 3, 10cm ducts for AC and DC power. It must be buried where possible and/or covered with natural stone and concrete to minimize the visual impact.

All design and engineering to be stamped by a certified PEng.

Schedule:

The District requires installation completion by the end of 2024.

Proponents are to provide a realistic schedule that anticipates commencing upon award, identifies milestones for the overall project, as well as details including daily work schedule, site access, potential closures, drilling, and blasting.

Concept Design:

The District requires a concept design to be included in the proponent's proposal for evaluation.

Warranty – Post Delivery Support and Service:

Proponents are to provide details on warranties, guarantees and support service information offered to the District, as it applies to the Deliverables.

The evaluation team will be assessing the warranties coverage and period, and workmanship guarantees.

Detail ongoing warranty support that will be provided to the District, such as:

- Warranty to include parts and workmanship
- Repair or replace free of charge defects identified during the warranty period
- Supplier should be able to honour any manufacturer's warranties and must be responsible for administering manufacturer's warranties
- Management of warranty and guarantee related claims

The District requires that the Contractor provide post delivery support and service for a five (5) year period including annual maintenance and consulting services for third party further equipment. The cost of the annual maintenance should be included in the total cost.

Detail ongoing technical support that will be provided to the District upon request, such as:

- Approve future third party mount hardware requests on behalf of the District (billed to the requestor)
- Work with tenants regarding changes in their equipment, maintenance, loading etc. (billed to the tenants as applicable)
- Perform inspections and other technical appraisals as needed (billed to the requestor)

Successful Proponent will be responsible for the following:

- Information gathering and site inspection.
- Provide foundation specific information design and geotechnical report.
- Engineer Furnish & Installation of foundation, mast/tower structure and cable ducting from mast/tower to lower pull pit.
- Provide final design drawings for the Districts approval before construction.
- Coordination of permits and approvals from all required municipal, provincial, and federal governing bodies
- Create and maintain a functional safety plan.
- Supply of all required parts and services to provide a complete mast/tower installation, including antenna interface fittings as well as cable ducts ready for users to install their antennas, interconnecting lines and radio equipment.
- Provide updated project schedules throughout the project.
- Duct cover landscaping
- Provide closeout documentation including professional engineer stamped drawings of the mast/tower as built together with specific design data for STL calculations.
- Lightning mitigation and safety grounding
- Obtain user input regarding antenna interface/hard point requirements to facilitate antenna mounting without field welding.
- The contractor is responsible for ensuring that all regulated work is done in compliance with any applicable codes and regulations.

- Work site time restrictions – Proponent to provide anticipated work hours, post standard engineering work schedule.
- Shipping and storage considerations - Proponent is responsible for lay down area.
- Approve future third party mount hardware requests.
- Provide adequate notice to the public for park closure requirements.
- The contractor is responsible for regularly scheduling the cleanup and disposal of all materials and debris generated by their activities during the course of work and ensure the work area is clean and hazard free on a daily basis.

B. MATERIAL DISCLOSURES

Rights to Design:

It is the District's intent and expectation that following design finalisation, the District will retain perpetual, unlimited rights to use certain design elements (including but not limited to exterior finishes, textures and colour) for all of its future communications towers regardless of whether such towers are purchased from the successful Proponent, or at a later date from another vendor.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

Each proposal must include a completed Declaration of Social & Environmental Practices Form which is attached as an **Appendix E**. The Declaration form submitted is for informational purposes only and will not be part of the evaluation process.

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Prior to a contract being awarded, the successful proponent must provide the following:

Workers Compensation Insurance - The proponent must comply with, and must ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the proponent's obligations under any future agreement, including the Workers Compensation Act in British Columbia or similar laws in other jurisdictions.

Evidence of Insurance - The proponent must provide the District with evidence of all required insurance in accordance with the details described in Appendix A – Form of Agreement.

F. RATED CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)
Firm Profile, Experience, Qualifications and References	10
Project Approach and Understanding	15
Conformance to Technical Specifications	25
Schedule	15
Concept Design	10
Environmental Considerations & Corporate Sustainability Practices	5
Pricing (See Appendix C for details)	20
Total Points	100

Firm Profile, Experience, Qualifications and References (10 Points)

- Organization size, structure and location, affiliates, and number of technical and functional consulting staff and list of subcontractors;
- Number of years the firm has been in operation and number of years the firm has been providing design build services involving communication towers;
- Firm's management and organizational capabilities, particularly with regards to staff and resource capacity to respond to critical deadlines and complex scope requirements on short notice;
- Project team profile and responsibilities;
- Experience and qualifications of staff assigned to project;
- Experience and knowledge of staff in performing communication tower, design and construction;
- Reference Projects
 - Prepare a list in chronological order of three (3) similar projects provided, in the last five (5) years including details of which projects were undertaken by members of the proposed project team. Provide the name and telephone number of a contact person from previous projects. For each of the projects provided as references include a brief outline of the lessons learned by the Proponent and the top project risks that were managed by the Proponent.

Project Approach and Understanding (15 Points)

- Demonstrated understanding of District's needs and the firm's approach and methodology to project deliverables and phases including:
 - Installation and implementation methodology & techniques
 - Communication approach
 - Identification of major issues, challenges and risks associated with the project deliverables and phases.

- Examples of previous similar projects and lessons learned that can be applied to this project.
- Proposed installation work tasks and activities, approach and methods that will be utilized as well as specific personnel assigned to each.
- Realistic schedule with identified milestones for the overall project.
- Details on cost control methods used to ensure project stays on budget.
- Details of Quality Assurance program, as well as current level of ISO or other third-party quality certification is provided.
- Documentation of how construction and manufacturing practices build quality into communication towers throughout the process.
- Proposed use of energy saving technology in the project design.

Conformance to Technical Specifications & Warranty and Service (25 Points)

- Ability to meet or exceed the specification in Appendix D Section: Requirements. The Deliverables. The District reserves the right to consider variations from the specifications with due regard to their importance.
- Recommended changes/alternates/equivalents must benefit the District and result in better quality product.
- Communications tower to be up to specified Code and all applicable regulations prior to delivery and after installation.
- Respondents are to provide details on warranties, guarantees and support service information offered to the District, as it applies to the Deliverables.
- Management of warranty and guarantee related claims; and
- Post-delivery technical service support provided.
- State any exclusions/limitations voiding the warranty.
- Information on response times, average and maximum times to resolve reported issues and availability of replacement components/parts.

Concept Design (10 Points)

- Drawings, sketches, models of proposed design should be presented in sufficient detail to allow for full evaluation and be of a high enough quality that they can be used for possible public engagement.
- Provide details of accessibility, safety, ease of operation, serviceability, and maintenance requirements.
- The District prefers a design that achieves suitability within the community including context, scale, and community fit.
- Provide details on the quality of suggested materials, finishes, and construction methods.
- Climate change response & other environmental considerations included in the design.
- Fully articulate any innovations or value adds to the proposed design.

Schedule (15 Points)

- The District requires installation completion by the end of 2024.
- Proponents are to provide a realistic schedule that anticipates commencing upon award, identifies milestones for the overall project, as well as details including daily work schedule, site access, potential closures, drilling and blasting.

Environmental Considerations & Corporate Sustainability Practices (5 Points)

- Provide details of applicable corporate sustainability, including information on your Sustainability practices, the focus of which should be related to energy management and waste reductions.
- Provide details of efforts to reduce emissions from operations which may include:
 - Energy efficiency
 - Vehicle fuel efficiency
 - Greenhouse gas reductions
 - Recycling and waste reductions
- Provide details on your company's Corporate Social Responsibility (CSR) initiatives.

APPENDIX E – DECLARATION OF SOCIAL & ENVIRONMENTAL PRACTICES

(**must** be completed and returned with response)

The Corporation of the District Saanich expects that any applicant has and will comply with all applicable labour, human rights, workplace safety, employment standards and corruption of foreign public officials legislation (herein called 'labour legislation'); environmental standards related to the protection of air, water and land resources (herein called 'environmental legislation'). The purpose of collecting data with this declaration is informational only. Convictions listed do not affect awards.

1) Please fill in, sign, and read over the following for submission.

I have authority to sign, declare and submit with the Proposal, on behalf of the proponent

_____ that:

- 1) The proponent has not been convicted of a violation or found to be in non-compliance with any labour or environmental legislation by a regulatory body, administrative body, court, or other tribunal having jurisdiction over the proponent within the past 3 years; other than those set out in the table below (if any):

Legislation/Regulatory Body	Date of violation or conviction	Description of violation or conviction	Document file number

- 2) All information contained herein is true, accurate, and complete, and I understand that a false declaration may result in the disqualification of the proposal from consideration or termination of the resulting contract, without any cost or penalty to the Corporation of the District of Saanich.

Qualification criteria may be further specified to meet the needs of a particular purchase. Additional information on the social & environmental practices of any proponent may be requested.

2) Signature Authority:

(Corporate Name of the Proponent)

(Signature of Proponent)

(Date)