

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

PUBLIC SAFETY E911 FIRE TWO-WAY RADIO NETWORK

Kaleden Radio Communications Site Design-Build Project

January 6, 2021

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
**REQUEST FOR PROPOSALS - Kaleden Radio Communications Site Design-
Build Project**

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DEFINITIONS

"**CONSULTANT**" means the Proponent whose proposal has been accepted by the Regional District and enters into an agreement with the Regional District to carry out the work.

"**PROPONENT**" means the responder to this RFP.

"**PROPOSAL**" means a proposal to carry out the work submitted by a Proponent in response to this RFP.

"**REGIONAL DISTRICT**" or "**RDOS**" means the Regional District of Okanagan-Similkameen.

"**RFP**" means this Request for Proposals.

"**WORK**" means and includes anything and everything required to be done for the fulfillment and completion of the project in accordance with this RFP and Proposal.

1. INTRODUCTION

1.1. PURPOSE

The RDOS is requesting submission of Proposals from suitably qualified Consultants to design and build a new Public Safety E911 Fire Two-Way Radio Network Communications Site within the community of Kaleden, British Columbia. The Consultant will provide all labour, equipment, transportation, materials, supervision, and services to perform all of the work necessary to transport and construct the antennas support structures, and communications site, including footings, foundation, electrical, fencing, and roadway improvements. The finished project will provide the Kaleden Volunteer Fire Department with increased two-way communication capabilities for emergency communications and notifications.

1.2. BACKGROUND

The Regional District operates a Fire Dispatch Radio Communications Service as part of the Regional District's E911 and Fire Dispatch Service Area. The Regional District's commitment is to maintain the radio system to accepted NFPA 1221 Installation Maintenance and Use of Emergency Public Safety Communication Systems. The robust radio system provides dispatch and fire response communications to support Fire Departments within the Regional District.

Fire Dispatch originates from the Kelowna Fire Department Dispatch Centre, Kelowna, BC. Communications are routed to a distribution hub located in the Penticton School District (SD 67) via redundant, route diversified IP Links (RoIP). Radio traffic is then directed and distributed to zone-specific communications "Link Sites" via either UHF or Microwave. Link Sites are located throughout the Regional District, then directed to Municipal, First Nations and Regional District Fire Halls. The Link Sites will transmit communications to regional repeater sites located independently or co-located in Fire Department facilities.

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

Proposals will be accepted in hardcopy and/or by email. Submissions should be made to the Project Contact as follows:

**Sean Vaisler,
Manager, Emergency Services
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9**

If submitting by hardcopy, please enclose three (3) copies. Hardcopy Proposal submissions and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title.

Email Proposal submissions should include the RFP program title in the subject line and be sent to the Project Contact at

svaisler@rdos.bc.ca

Proposals must be received on or before the **Closing Time** of:

TIME: 10:00 AM local time

DATE: Monday, February 1, 2021

The Proponent is responsible for ensuring its proposal is received at the address or email set out above by the Closing Time.

Proponents wishing to make revisions to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy as listed above.

Proposals received after the Closing Time will not be considered and will be returned.

2.2. INQUIRIES

Proponents must carefully examine the RFP documents any other factor that may affect the work. No consideration will be given after submitting a Proposal to any claim that there was any misunderstanding regarding undertaking the work.

Proponents finding discrepancies or omissions in this RFP, or having doubts about the meaning or intent of any provisions therein, should immediately notify the Regional District project contacts. If there are any changes, additions, or deletions to the RFP, Proponents will be advised by means of an Addendum issued by the Regional District. All addendums will become part of the RFP. The Proponent should acknowledge receipt of the addendum should acknowledge receipt of Agenda in their submission.

Verbal discussions between the Proponent and the RDOS (including Regional District directors, trustees, management, Volunteer Fire Department or staff) shall not become a part of the RFP or modify the RFP unless confirmed by written addendum.

All project inquiries must be directed to the Project Contact and be submitted by **Monday January 25, 2021 at 12:00 noon.**

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in the preparation and submission of a Proposal are to be borne by the Proponent. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that may or may not result in acceptance of the Proposal and award of a contract.

3.2. PROPOSAL EVALUATION

Appendix C contains the Proposals evaluation criteria. The evaluation team may consider other criteria that, at their discretion, are relevant to the evaluation process. Any additional criteria considered will be used in the evaluation of all Proposals.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in any Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or consultants for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- select a Proposal with a higher price if it offers greater value,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.3. PROPOSAL CONFIDENTIALITY

All Proposal submissions become the property of the Regional District and will not be returned. The Regional District reserves the right to make copies of Proposals for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a "public body" as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. If the Proponent believes any of the information provided by them in their proposal is confidential, then they should identify it as such and provide a rationale as to why it should not be released under "Freedom of Information" legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.4. CONFLICT OF INTEREST

Proposals must disclose any actual or potential conflicts of interest and existing business relationships the Proponent may have with the Regional District, its elected or appointed officials or employees. The Regional District may rely on such disclosure.

3.5. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural or body corporate, other than the Proponent has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. By submission of a Proposal, the Proponent certifies that there is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project, and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

3.6. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services maybe considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.7. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the acceptance of a Proposal and the execution of a formal written contract.

3.8. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from the Regional District and sent to the successful Proponent at the address given in the submitted proposal. Following acceptance, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out in their proposal. Acceptance of a Proposal may be subject to approval by the RDOS Board of Directors.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contracting Services Agreement provided in Appendix D. The agreement attachments will include the entire Request for Proposal, the Proponent's Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.9. PROPOSAL CONTENT

The Proponent shall address all the information requested in this RFP. Content to be included in the proposal:

- Proponent Information: Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultants that will be involved in the project.
- Project Manager: The Proposal shall identify the proposed project manager who will be the single point of contact, responsible for direct interaction with the Regional District. State his/her position and professional discipline and substantive experience directly related to the proposed work.
- Proposed Project Team: The Proposal shall list key individuals/sub-consultants (including the project manager) who will have major responsibilities for the performance of the work. Describe the task to be performed by each individual/sub-consultant and their qualifications in terms of education and substantive experience directly related to the proposed project.
- References: The Proposal shall provide no less than two (2) references that are relevant to the proposed work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.
- Statement of Understanding: The Proponent must show that they have an understanding of the Scope of Work and what is required to complete the work. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the work as outlined in this RFP.
- Project Schedule and Work Plan: Provide a preliminary Work Plan, including schedule and list of deliverables. See section 4.3 for further details.

3.10. PROPONENT STAFF AND SUB-CONSULTANTS

Proponent staff and sub-consultants listed in the proposal may not be substituted without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of any sub-consultants prior to acceptance of the Proposal.

3.11. PROPOSAL CONTENT AND INNOVATION

The Proponent is encouraged to include innovative, alternative or unique solutions to the RFP subject that may, along with other things, indicate cost initiatives, improved public relations and/or project acceptance, reduced risk, improved management or administrative efficiencies,

etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.12. SAFETY REQUIREMENTS

While undertaking the Work, the Consultant will be required to meet or exceed at all times the Provincial Occupational Health and Safety Regulations. The Consultant must be prepared to accept the role of Prime Contractor pursuant to the Workers Compensation Act and regulations.

3.13. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-consultant (s), should provide a Workers Compensation Board Registration Number in the Proposal and shall at the time of signing a contract, provide proof of having an account that is active and in good standing with Work Safe BC.

4. SCOPE OF WORK AND SCHEDULE

4.1. PROJECT LOCATIONS

- Kaleden Volunteer Fire Department Repeater Site - 303 Lakehill Road, Kaleden BC V0H 1K0 (current location)
- New site location for the Repeater communications system is Lot 130, Plan KAP719, District Lot 104S, Similkameen Div of Yale Land District, Except Plan 6790. Located at the Transport Canada Hazard Beacon Site (DFRP 36284)

4.2. SCOPE OF WORK

See Appendix A, Detailed Scope of Work.

4.3. WORK PLAN

Upon acceptance of a Proposal, the Proponent shall prepare a written plan outlining tasks, schedule and responsibilities from start to finish for the Work. The proposal shall contain a work schedule showing the significant activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings. The Regional District anticipates that the project's award will occur after approval is received at the Regional District Board meeting at the beginning of February 2021 and a project completion date of May 1, 2021.

4.4. SAFETY PLAN

Prior to the start of the Work, the successful Proponent will be required to supply the Regional District with a written Work Safety Plan, including provisions for Covid-19.

4.5. INSURANCE REQUIREMENTS

Insurance requirements will be as detailed in Article 8 of the attached sample contract (Appendix D).

5. COMMUNICATIONS AND REPORTING

Project communications will be a key component in the complete project's success and will carry through all project phases. At a minimum, the Regional District expects the following:

- Meet with the Regional District Project Contact and other staff as required promptly to review project objectives and to gather information at project milestones.
- Meet with Regional District staff to initiate the assignment and confirm scope, key dates and requirements for activities such as invoicing, construction and access protocols, and design review process.
- Meet with Regional District staff at key milestones in all stages of the project.
- The Consultant shall provide written notes of all meetings and distribute them to all in attendance within 48 hours of the meeting. These notes shall clearly show the actions that are assigned to all individuals.
- All teleconference calls or virtual meetings, if required, shall be hosted by the Consultant.

6. CONTRACT TERM

The contract term is anticipated to be from February 2021 to May 1, 2021 (the start date may change).

7. FEES AND DISBURSEMENTS

The Proposal shall specify a maximum or upset cost for all labour, materials, equipment, permits, and all other expenses necessary to complete the Work. Any costs incurred by the Consultant above the submitted maximum cost will be the Consultant's sole responsibility unless pre-approved by the Regional District. Hourly rates for all Proponent staff and sub-consultant staff should be provided.

All prices quoted are to be:

1. In Canadian dollars;
2. Exclusive of GST.

APPENDIX A – Detailed Scope of Work

The Consultant will provide all labour, equipment, transportation, materials, supervision, and services to perform all of the work necessary to transport and construct the antennas support structures, and communications site, including footings, foundation, electrical, fencing, and roadway improvements. The work would include all necessary activities to plan, build, install, and test the new radio communications site in accordance with "Public Safety" operating conditions, Transport Canada guidelines, National Fire Protection Association Codes, RDOS Building permitting, BC Building Codes, Canadian Electrical Codes, and other terms and conditions as outlined in the scope of work.

1. The Consultant will not interfere with the day-to-day operations on the property or other work being conducted while completing the work required.
2. The Regional District accepts no responsibility for damage, vandalism or theft to any of the Consultant's equipment used or stored at the site.
3. The Consultant will exercise good public relations while fulfilling their responsibilities under the contract and ensure that their employees do the same.
4. The Consultant will ensure that workers have sufficient knowledge, skill and experience to safely and adequately perform the work.
5. The Consultant is responsible for regularly scheduling the cleanup and disposal of all materials and debris generated by their activities during the work.
6. Unless otherwise specifically stated, any references to the communications site shall include the communications enclosure (modified shipping container including footings, foundations, antenna support structures (masting), coaxial cable, cable entrance panels and support tray, electrical and grounding, fencing and access road.
7. The supply of the communications enclosure and communications equipment, excluding the antenna systems, are not included in this RFP and will be supplied by the Regional District.

PROJECT MANAGEMENT

The Consultant will provide project management services, including; project schedule, resources and budgeting throughout all project phases in cooperation with the Regional District Project Contact.

DETAILED DESIGN

After the proposal's approval, the Consultant will prepare detailed design drawings and specifications and submit them to the Regional District and any technical advisors for review and comment. The design work shall be in accordance with all applicable codes and standards and shall

reflect good engineering (including RF Engineering) practices and procedures. Final documents to be sealed by the Engineer-of-Record per EGBC requirements.

- The Communications Site shall be designed and constructed to provide a projected, reliable, usable life of at least 50 years, based on normal, periodic preventative maintenance throughout the communications site's projected life.
- Unless otherwise specifically stated, Motorola R56 refers to Motorola Standards and Guidelines for Communications Sites, 2005 (PN 68P81089E50-B).
- The communications site shall be constructed to meet Motorola R56 section 8.2 (General Site Environmental Requirements) and section 9.9 (Equipment Cabling).
- Drawings shall meet standards acceptable to the Regional District.

COMMUNICATIONS SITE SPECIFICATIONS

The Regional District has identified specific equipment and installation instructions required to ensure that the new communications site aligns with the current Public Safety E911 Fire two-way Radio Network.

Antennas

- The antenna and antenna support structures (masting) will not interfere with the current adjacent Transport Canada Hazard Beacon tower. The antenna shall be at a minimum of one (1.0) Meter below the beacon light's location.
- The antenna support structure shall comply with manufacturer recommendations and is excluded from CAN/CSA-S37-18 under section 1.2 (b).
- The Consultant shall supply and install a Sinclair SD214-HF2P2SNM(D00B) and antenna support system to the northwest structural corner post of the communication Sinclair SY307-SW2SNM(ABK) and an antenna support system to the northeast structural corner post of the communications enclosure. Mechanically and electrically equivalent antennas by different manufacturers are also acceptable.
- Antenna support systems and clearance around the antenna elements from obstructions must be suitable as per the antenna manufacturer's recommendations.
- The antenna support systems shall extend above the communication enclosure by 1.5 meters as required by Transport Canada.
- The Sinclair SD214-HF2P2SNM(D00B) will have dipole booms pointed at an azimuth of 280 degrees, resulting in its bi-directional radiation pattern towards Penticton and White Lake Road.
- The Sinclair SY307-SW2SNM(ABK) will have its radiation pattern directed at an azimuth of 6 degrees.

- The Consultant shall supply and install the coaxial cable and which shall be a Times Microwave LMR400-FR. All connectors shall be white-bronze or silver plated. Nickel plated connectors are not acceptable, nor are adaptors of any type.

Grounding

- The Consultant shall supply and install all grounding for the communications site. The grounding shall meet Canadian Electrical Code and shall comply with Motorola R56 sections 4.5, 4.6, 4.7.10.1, 4.10.4, 4.11.6 and Chapter 5 Internal Grounding (Earthling) specifications.
- Where exothermic welds are mentioned in Motorola R56, suitable clamps or irreversible high-compression fittings may be substituted.
- Galvanic corrosion must be avoided when installing grounding conductors; special care must be taken when connecting copper to galvanized steel or aluminum. Motorola R56 sections 4.5 and 4.6 must be followed.
- The Consultant shall supply and install a master ground bar (MGB) (Valmont part no MG406U-K or equivalent) as per Motorola R56 section 5.3.1 and bonded with RW90 #2/0 copper wire. The MGB shall be installed between the cable entry plate and the wire-mesh cable tray and have the two existing RDOS Polyphaser IS-50NX lightning arrestors mounted to it as per manufacturers' recommendations.

Communications enclosure

- The RDOS will supply the modified 8 ft. shipping container communications enclosure. Nominal external dimensions for the enclosure are 2435 mm L x 2200 mm W x 2260 mm H. The supplied enclosure currently has a 100A load center, a 15 Amp lighting and fan circuit, 15 Amp receptacle circuit, wood studs and ceiling joists, gypsum-based wallboard, and molding, and fiberglass insulation. The tare weight of the shipping container without modifications is 900 KG.
- The Consultant will replace the 100A main breaker with a 30A breaker and install a 30A breaker into the Department of Transports airport beacons breaker panel. The beacon operates between dusk and dawn, and the operation of the beacon must not be impacted. Consultation and coordination with the Penticton Airport manager and Transport Canada will be required. The RDOS will provide contact information to the Consultant.
- The communications enclosure and associated foundation and footings will require a building permit from the Regional District and installed as per the applicable BC Building Code. The Consultant should expect an inspection by an RDOS building inspector. The foundation is required to support the maximum gross weight of the shipping container, which is 6000 KG.
- The Consultant will lift and transport the communications enclosure using a boom truck, crane or helicopter. It is suggested that the Consultant perform a site visit to assess the road and utilize a suitable vehicle to transport the communications enclosure.
- The Consultant shall supply and install a two port 4-inch Entry Plate (Valmont part no E1448 or equivalent) and Boot Assemblies (Valmont part number BAZERO (one of) and BA384 (one of) or equivalent) into the communication enclosure and shall meet Motorola R56 Section 3.7.1

specifications. The entry plate's location shall be the eastern side of the north-facing wall nearest the ceiling as practicable.

- The Consultant shall supply and install a Wire-Mesh cable tray in the communications enclosure as per Motorola R56 Sections 3.10.3, 3.10.4, 3.10.5 and 3.10.6. Existing RDOS communications sites utilize Legrand Cablofil CF54 150 cable tray, which is acceptable.

Communications Equipment

- The Consultant shall supply and install a Middle Atlantic SBX-7 Wall Mount Rack Cabinet in the general location of the existing equipment located at the Kaleden Fire Hall to house the existing backup radio interconnect equipment. Grounding of the cabinet must comply with the Canadian Electrical Code.
- The Consultant shall move the existing backup radio interconnect equipment from the existing equipment rack into the Middle Atlantic SBX-7 Wall Mount Rack Cabinet and confirm that it is operational. Lightning protection of the antenna system must comply with the Canadian Electrical Code.
- The Consultant must ensure that the backup radio interconnect equipment remains operational while the primary communications equipment is inoperable.

Communications Site Fencing

- The Consultant shall supply and install a 6 ft. black vinyl-clad chain link type fence as shown in the attached site plan drawing. It shall have non-electrified entry deterrent fence headers of barbed wire. Mesh size shall match that of the existing DOT chain link fence.
- All fencing, including existing DOT chain link fence, shall be grounded as per Motorola R56

CONSTRUCTION PHASE

Provide all construction and transportation services as required, including all necessary supervision to successfully conclude the project and bring the new Works into service.

- The Consultant is responsible for the safe transport of the existing primary communications equipment located at the Kaleden Fire Hall to the new Communications Enclosure. It is expected that the equipment racks' individual components be removed, secured for transportation to avoid damage and, re-installed at site. The Consultant shall ensure that the primary communications equipment is inoperable for no longer than eight hours during transition and no longer than one hour in a twenty-four hour period prior to and after transport to the new Communications Enclosure.
- Access to the communication site may require minor improvement to allow for vehicular travel. Remediation works may be necessary if there are visible damages present following the construction phase of this project. The following transportation methods, such as a 4x4 truck, ATV, UTV, or a helicopter, may be needed for this project to access the site.

POST-CONSTRUCTION / CLOSEOUT PHASE

Commissioning Services

- Responsible for successful commissioning of new works.
- Provide all oversight and instructions to the Consultant.
- Provide training to the Regional District on operational and maintenance items, and identify and provide manuals for all items in a format approved by the Regional District as required.

Acceptance Testing

- The Consultant shall consult with an RF engineer and obtain a VHF coverage prediction map of the radio site as well as an expected radio RSL for the UHF link from the School District 67 Offices - 425 Jermyn Ave Penticton. The Regional District will provide details of the communications systems components for completion of the models to the qualified bidder.
- The Consultant shall measure the UHF link RSL after installing the antenna system from the School District 67 Offices and ensure it is within the margin of error of the path prediction model.
- The Consultant shall measure the VHF RSL after the installation has been completed at five line of site and non-line of site locations as selected by the RDOS to ensure it is within the margin of error of the path prediction map
- The Consultant shall be responsible for correcting any deficiencies noted by the RDOS once work has been completed.

Document Management and closeout

Prepare all record drawings based on actual construction within one month of total completion of the construction works.

- Prepare all operations and maintenance documentation required.
- Preparation of a commissioning report detailing the changes made during construction and commissioning varied from the predesign report or detailed design.
- Complete project closeout, including a debrief meeting to review the project as a whole.

The above list of phases and tasks presented are not all-inclusive of items required to complete the work. Any items not listed but are necessary based on your expertise; please ensure they are included in the proposal. Regional District may negotiate with the prospective Consultant to minimize or change some of the requested duties before signing an Agreement.

APPENDIX B – Kaleden Repeater Site Drawings

The site location Lot 130, Plan KAP719, District Lot 104S, Similkameen Div of Yale Land District, Except Plan 6790

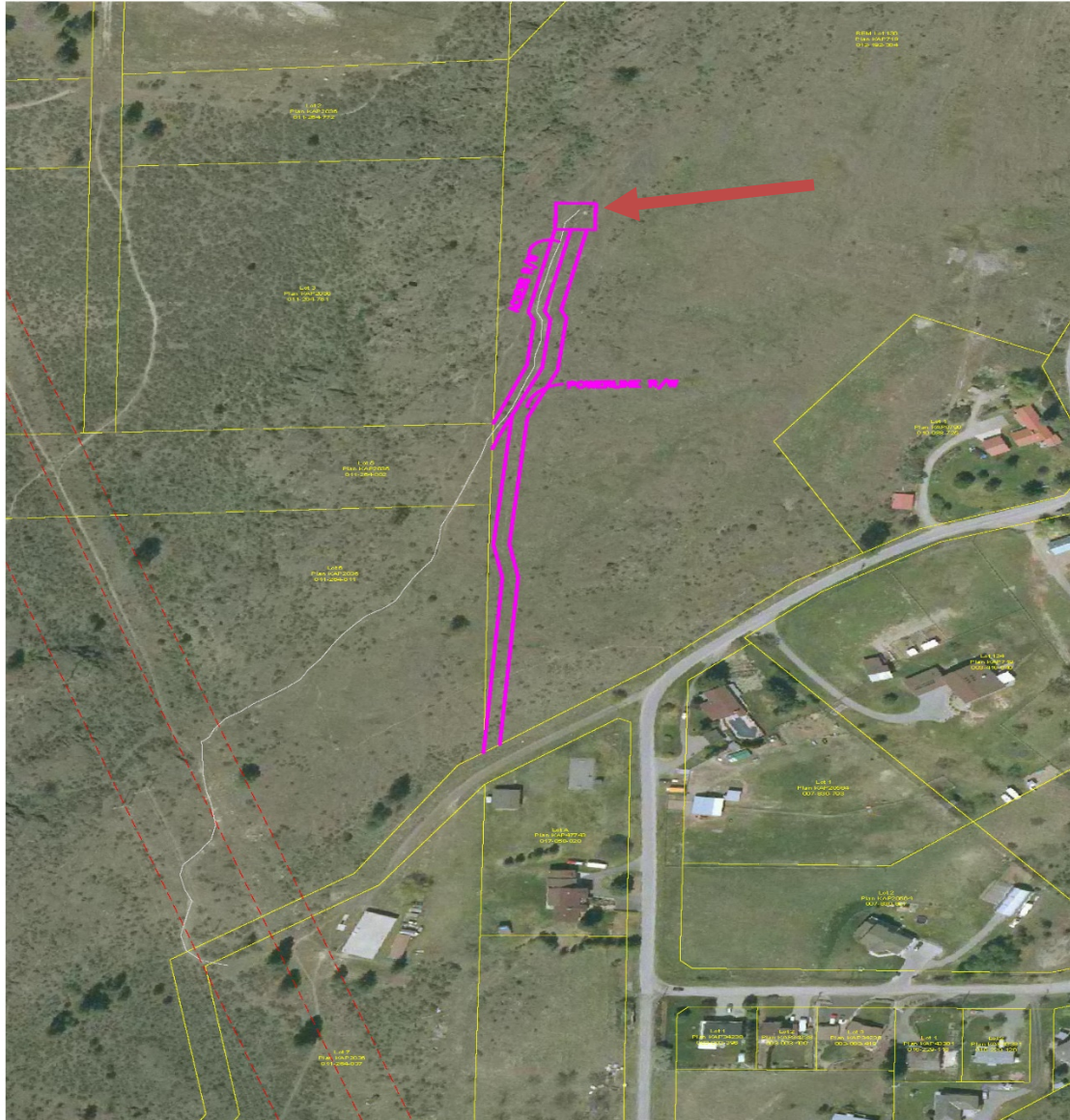


Figure 1. Proposed Kaleden Site





Figure 3. RDOS Repeater Site Example (China Creek Repeater Site). The RFP site drawings will provide the foundation and building specifications required for the Kaleden Radio Communications site.

APPENDIX C – Proposal Evaluation Criteria

Proponent's Name: _____			
Project Title: Public Safety E911 Fire Two-Way Radio Network Kaleden Radio Communications Site Design-Build Project			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (30 points)	Qualifications of firm and project team members	10	
	Experience of firm and project team members	10	
	Past Performance / References	10	
Proposal (25 points)	Statement of Understanding	10	
	Schedule/Work Plan	10	
	Safe Work Procedures	5	
Price (40 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (40% weight)	40	
Total Score	Proponent + Proposal + Price Scores	100	

APPENDIX D – Sample Contract

SAMPLE CONSULTING SERVICES AGREEMENT TERMS

SECTION 1. INTERPRETATION

1.1 For purposes of this agreement, except as otherwise expressly provided:

- (a) Section—all references in this agreement to a designated "section" or other subdivision or to a Schedule is to the designated section or other subdivision of, or Schedule to, this Agreement;
- (b) Whole agreement—the words "herein", "hereof", "hereunder" and other words of similar import refer to this agreement as a whole and not to any particular section or other subdivision or schedule;
- (c) Headings—any headings have been inserted for convenience only and do not form a part of this agreement and are not intended to interpret, define or limit the scope, extent or intent of this agreement or any provision hereof;
- (d) Non-limiting—the singular of any term includes the plural, and vice versa; the use of any term referable to a particular gender is equally applicable to any gender and, where applicable, a body corporate; the word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language, such as "without limitation" or "but not limited to" or words of similar import is used with reference thereto).

SECTION 2 CONSULTANT'S DUTIES

- 2.1 The Consultant shall provide, and has agreed to provide to the Regional District all Services set out in the Request for Proposal (attached hereto as Schedule "A") and the Consultant's Proposal (attached hereto as Schedule "B"), both of which form part of this agreement (hereinafter collectively called the "Services"). The Services shall be provided within the times specified in Schedules A and B.
- 2.2 In performing the Services under this agreement, the Consultant shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 2.3 It is agreed that in awarding the professional Services encompassed within this agreement to the Consultant, the Regional District has relied upon the Consultant's representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the Services under this agreement, the Consultant shall designate those key staff and subconsultants specified in Schedule "B" to carry out and provide the Services to be provided by the Consultant as referred to herein
- 2.4 The Consultant shall request of the Regional District any information or data contained in Regional District files which the Consultant requires in order to perform the Services. The Regional District is only obligated to provide to the Consultant information and data that is

pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.

- 2.5 To ensure that the project is processed in a timely manner, the Consultant and the Regional District will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Regional District will be returned within 24 hours;
 - b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.
- 2.6 Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Regional District.
- Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.
- 2.7 The Consultant shall submit to the Regional District regular progress reports, as requested from time to time, and such additional reports as may be reasonably required.

SECTION 3 FEES AND DISBURSEMENTS

- 3.1 The Consultant shall receive from the Regional District for the performance of the Services the compensation referred to in _____
- 3.2 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 3.3 The Consultant shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 3.4 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Consultant from the Regional District or the Consultant shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 3.5 The Regional District may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

SECTION 4 CONFIDENTIALITY, OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

4.1 The Consultant acknowledges that in the performance of the Consultant's responsibilities hereunder, the Consultant may have access to confidential information, records and customer lists of the Regional District (the "Confidential Information"). During and after the term of this agreement, the Consultant shall not, directly or indirectly, disclose such Confidential Information to any person or use any such Confidential Information, except:

- (a) as required in the course of performing such Services and then only to staff of the Regional District on a need-to-know basis; or
- (b) with the prior written consent of the Regional District;

and all Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remain the Regional District's sole property and shall not be removed from the Regional District's premises without its prior written consent, except as required in the normal course of performing the Services under this agreement.

4.2 The Consultant agrees that all base materials, research results, computer programs, computer files, drawings, documents and notes and materials of any type whatsoever developed or prepared by the Consultant (hereinafter called the "Documents") in the performance of the Services shall vest and become the absolute property of the Regional District, including copyright of such Documents and upon completion of the Services or termination of this agreement, all copies of Documents shall be delivered by the Consultant to the Regional District. The Consultant may retain one copy of its materials for record purposes.

4.3 The Consultant agrees that all restrictions in this Section 4 are reasonable, fair and valid in all the circumstances and, to the fullest extent permitted by law, hereby waives all defences to the strict enforcement thereof by the Regional District.

4.4 The Regional District acknowledges and agrees that the Consultant's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

SECTION 5 SPECIAL TOOLS AND EQUIPMENT

5.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant's cost and shall be the property of the Consultant unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.

5.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Consultant.

- 5.3 If the Regional District specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Regional District.

SECTION 6 SUB-CONSULTANTS AND SUB-CONSULTANTS

- 6.1 The Consultant may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-Consultants to perform work which the Consultant is unable to perform.
- 6.2 The sub-Consultants and sub-Consultants shall agree in writing prior to their participation in the project to be bound by duties and obligations arising out of this agreement between the Consultant and the Regional District.
- 6.3 The Consultant shall be responsible to the Regional District for all work carried out by sub-consultants and sub-Consultants in connection with the project as if such work had been performed by the Consultant.
- 6.4 The Consultant shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-Consultants, their employees and agents, as if such sub-consultants and sub-Consultants, their employees and agents, were persons directly employed by the Consultant.

SECTION 7 TERMINATION AND SUSPENSION

By the Regional District :

- 7.1 If the Consultant is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Consultant, require such default to be remedied. If, within seven (7) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the Services rendered and disbursements incurred by the Consultant and remaining unpaid as of the effective date of the termination.
- 7.2 The Regional District may terminate this agreement upon seven (7) days' prior written notice in the event the Consultant:
- (a) fails to complete the Services or any portion thereon within the time specified by this agreement;
 - (b) becomes insolvent;
 - (c) commits an act of bankruptcy;
 - (d) assigns this agreement without the required written consent of the Regional District;
 - (e) fails to adhere to or perform any of the provisions of this agreement;
 - (f) has any conflict of interest which may, in the opinion of the Regional District,

adversely affect any project for which the Services are being provided; or

- (g) there is a change in the personnel referred to in Schedule "B" herein without the prior written approval of the Regional District.

- 7.3 Notwithstanding anything herein to the contrary, the Regional District may, for whatever reason, terminate this Agreement on One (1) months' prior written notice to the Consultant, in which case the term of this agreement shall expire upon the effective date set out in the aforesaid notice, and the Regional District shall have no further obligation to the Consultant for the balance of the term of this agreement save and except as may exist on the termination date.

Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the project.

In such event, the Consultant shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination. On said payment the Regional District shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this agreement.

- 7.4 The Consultant shall, upon termination, forthwith provide to the Regional District a reproducible copy of all materials used by the Consultant or prepared by the Consultant in regards to the Services.
- 7.5 The Consultant agrees that the termination or suspension of this agreement or any change thereto does not operate as to relieve or discharge the Consultant from any obligation under this agreement or imposed upon the Consultant by law in respect of the Services or any portion of the Services that the Consultant has completed to date or such termination or suspension. This indemnity shall survive the expiry or sooner termination of this agreement.

By the Consultant :

- 7.6 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Consultant may, by written notice to the Regional District, require such default to be corrected.

If, within seven (7) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Consultant may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Consultant shall be paid by the Regional District for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 7.7 If the Consultant's Services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Consultant shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the

effective date of such suspension.

SECTION 8 INSURANCE AND INDEMNITY

- 8.1 The Consultant shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Consultant’s Certificate Form** as provided by the Regional District. This form must be completed by the Consultant’s insurance broker and returned to the Regional District.:
- 8.2 The Consultant shall, at his expense, establish and maintain Errors and Omissions Insurance in respect to the Services and operations of the Consultant based on the following:
1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
 2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
 3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
 4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$2,000,000 per claim.
- 8.3 The Consultant’s Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of Services (i.e., submission of Final Report, as approved in writing by the Regional District).
- The Consultant will provide 30 days written notice in advance of cancelation of any policies.
- 8.4 General liability insurance must be obtained on an occurrence basis for the Consultant with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided Standard Consultant’s Certificate Form.
- 8.5 The Consultant shall at all times indemnify, defend, release, hold harmless and forever discharge the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses at law and in equity, whether known or unknown, including all actual legal and other professional fees and disbursements on a full indemnity basis, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this agreement, including any breach or default of this agreement by the Consultant or its employee.

SECTION 9 ARBITRATION

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the *Arbitration Act* shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the

project or in the affairs of either the Regional District or the Consultant.

SECTION 10 INDEPENDENT CONSULTANT

10.1 Nothing in this agreement or the Consultant's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent Consultant and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

SECTION 11 WAIVER

11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

SECTION 12 RECORDS AND AUDIT

12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the project or for such extended period as the Regional District may request in advance and in writing.

12.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

SECTION 13 SUCCESSORS AND ASSIGNS

13.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns, as the case may be.

13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

SECTION 14 COMPLIANCE WITH LAWS

14.1 The Consultant shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.

14.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

SECTION 15 TERM

15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be from ___ to ___.

SECTION 16 ENTIRE AGREEMENT

- 16.1 This agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the Consultant by the Regional District.

SECTION 17 NOTICE

- 17.1 Except in the case of emergency, when notice may be given by telephone with later confirmation in writing, any notice, request, approval, demand or other communication which may be or is hereby required or permitted to be given under this agreement shall be in writing and either delivered by hand or sent by facsimile transmission addressed as follows:

- (a) if to the Regional District:
101 Martin Street, Penticton, BC, V2A 5J9
Fax No. 250-492-0063; and
- (b) if to the Consultant:
(TO BE COMPLETED);

or at such other address or facsimile number, which notice has been given as provided in this section. Any notice which is delivered by hand will be deemed to have been given on the first day on which it is delivered. Any notice which is sent by facsimile transmission will be deemed to have been given on the first day after it is transmitted, provided that the sender obtains written confirmation of successful transmission. If a party will promptly give notice of its new address or facsimile number, or both, to such other parties provided in this section, whereupon such notice to such party will thereafter be sent to such new address or facsimile number.

SECTION 18 TIME OF THE ESSENCE

- 18.1 Time shall remain of the essence with respect to this agreement.

SECTION 19 EXECUTION

- 19.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and the counterparts together form a valid and binding agreement which may be sufficient evidence by any one such original counterpart.
- 19.2 In the event this agreement is executed by two or more persons, the covenants and agreements herein shall be deemed to be joint and several covenants.

SECTION 20 ELECTRONIC MAIL

- 20.1 This agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this agreement.

APPENDIX E – Insurance Requirements



CERTIFICATE OF INSURANCE

STANDARD CERTIFICATE FORM

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that the insurer endeavor to provide 30 days notice of cancellation or reduction in coverage, but failure to do so does not place any liability on the insurer

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This certificate is issued to: Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, BC, V2A 5J9

Insured:	Name:
	Address:

Broker:	Name:	Agent's Name:
	Address:	Phone: Email:

Location, Project No. and nature of agreement/contract, permit, lease, license or operation to which this Certificate applies:

--

Mandatory Particulars of General Liability Insurance (see Section 1): ☒ indicates that the coverage is included.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Premises & Operation
<input checked="" type="checkbox"/> Blanket Contractual
<input checked="" type="checkbox"/> Cross Liability/Severability of Interests
<input checked="" type="checkbox"/> Contingent Employer's Liability
<input checked="" type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured | <input checked="" type="checkbox"/> Owners & Contractors Protective
<input checked="" type="checkbox"/> Occurrence Property Damage
<input checked="" type="checkbox"/> Personal Injury
<input checked="" type="checkbox"/> Coverage is Primary and not contributory
<input checked="" type="checkbox"/> Broad Form Products & Completed | <input checked="" type="checkbox"/> Non-Owned Automobile
<input checked="" type="checkbox"/> Broad Form Property Damage |
|---|---|--|

Reviewed:
Broker
Initials

Additional Particulars of General Liability Insurance (see Section 1): ☐ indicates that the coverage is included.

- | | | |
|---|---|--|
| <input type="checkbox"/> Use of explosives for blasting
<input type="checkbox"/> Vibration from pile driving or caisson works.
<input type="checkbox"/> Broad Form Tenants Legal Liability
<input type="checkbox"/> Volunteer as Additional Insured
<input type="checkbox"/> Attached Machinery
<input type="checkbox"/> Removal or weakening of support of property, building or land whether the support is natural or otherwise | <input type="checkbox"/> Intentional Injury
<input type="checkbox"/> Advertising Liability
<input type="checkbox"/> Host Liquor Liability
<input type="checkbox"/> Intentional Injury
<input type="checkbox"/> Injury to Participants (sporting events) | <input type="checkbox"/> Non-owned watercraft liability
<input type="checkbox"/> Watercraft Liability
<input type="checkbox"/> Work below ground level over 3 meters (XCU extension) |
|---|---|--|

Reviewed:
Broker
Initials

Type of Insurance	Insurer Name and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount
Section 1 Comprehensive/Commercial General Liability (Please see Particulars on Page 1)		From: To:	Bodily Injury, Death & Property Damage \$_____ Per Occurrence \$_____ Aggregate \$_____ Umbrella Limit \$_____ Excess Limit \$_____ Deductible MINIMUM PER OCCURRENCE \$5,000,000
Section 2: <input type="checkbox"/> indicates that the coverage is included. Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$_____ Limit MINIMUM \$5,000.000 Reviewed: Broker Initials <input type="checkbox"/>
Section 3: <input type="checkbox"/> indicates that the coverage is included. Contractor's Equipment:		From: To:	\$_____ Limit \$_____ Deductible Reviewed: Broker Initials <input type="checkbox"/>
Section 4: <input type="checkbox"/> indicates that the coverage is included. Professional Liability <input type="checkbox"/> Claims Made Basis <input type="checkbox"/> Coverage Primary and not contractual		From: To:	\$_____ Per Occurrence \$_____ Aggregate \$_____ Deductible Per Claim, minimum \$50,000 Reviewed: Broker Initials <input type="checkbox"/>
Section 5: <input type="checkbox"/> indicates that the coverage is included. Builder's Risk:		From: To:	\$_____ Limit \$_____ Deductible <input type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured Reviewed: Broker Initials <input type="checkbox"/>
Section 6: <input type="checkbox"/> indicates that the coverage is included. Other:		From: To:	\$_____ Limit \$_____ Deductible Reviewed: Broker Initials <input type="checkbox"/>

The Insurer confirms the above details are accurate and reflect the Insured's coverage. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

(Authorized to Sign on Behalf of Insurers)

Date Signed

Insured's

Date Signed