



TOWN OF COCHRANE

**REQUEST FOR PROPOSALS (RFP)
FOR
PURCHASE OF MOBILE RADIOS
COMPATIBLE WITH THE ALBERTA FIRST RESPONDERS RADIO
COMMUNICATION SYSTEM (AFRRCS)**

RFP NO.:
TOC-FIRE-002-2021

CLOSING DATE AND TIME:
Thursday, May 20th, 2021 at 15:00:00 MDT

ELECTRONIC SUBMISSIONS ONLY
NO PUBLIC OPENINGS

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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 Town of Cochrane (the “Town”) to submit **non-binding proposals** for the provision of purchase of mobile Radios compatible with the Alberta First Responders Radio Communication System (“AFRRCS”), for use within the Town’s Fire Department. The “Service” as further described in Appendix A. The successful Proponent will be invited to enter into contract negotiations with the Town for the provision of the Service. The agreement has an anticipated Contract Date as per section 1.3, Table 1 and continue thereafter for 3 years, with the potential for two additional years of service provision.

1.2. PROJECT OVERVIEW

1.2.1. Introduction

The Town is looking to replace the existing Town-owned legacy radio system by transitioning to the Provincial Alberta First Responders Communications System (AFRRCS), a two-way radio network for first responders in municipal, provincial and First Nations agencies across the province.

The Town is looking to purchase 14 AFRRCS compatible mobile radios.

1.3. SUMMARY (Table 1)

Item	Item	Description
1.	RFP Name ("the Contract")	REQUEST FOR PROPOSALS (RFP) FOR PURCHASE OF MOBILE RADIOS
2.	RFP Number	TOC-FIRE-002-2021
3.	Deadline to submit Proposals ("Closing")	Thursday, May 20th, 2021 at 15:00:00 MDT
4.	Number of Proposals to submit	Electronic Copies: 1
5.	Authorized Contact Person ("Authorized Contact Person")	Shawn A.C. Polley, Fire Chief
6.	Delivery Address ("Delivery Address")	The Towns electronic bidding system at Bids and Tenders https://cochrane.bidsandtenders.ca/Module/Tenders/en (the "Bidding System"). This will allow the Proponent to submit their proposal electronically through the Bidding System.
7.	Contact Information	To contact the Town in relation to this RFP, Proponents must initiate the communication electronically through the Questions and Answer function ("Submit a Question"), within the Bidding System.
8.	RFP Schedule (subject to change at the Town's sole discretion)	
	Issue Date of RFP	May 6, 2021
	Deadline for Questions	Monday, May 17, 2021 at 15:00:00 MDT
	Deadline for Issuing Addenda	May 18, 2021
	Submission Deadline	As per "Closing"
	Anticipated Award	May 28, 2021
	Delivery Date	Spring 2021

1.4. RFP DOCUMENTS

- 1.4.1.** The Proponent is responsible for ensuring that it receives all documents identified in the **Table of Contents**.
- 1.4.2.** A submitted Proposal must be in Adobe PDF format, unless otherwise identified in Appendix B.
- 1.4.3.** To be considered a Proposal must be:
- received by the Closing date and time, at the address specified in Section 1.1.;
 - duly signed; and
 - submitted via bids&tenders™.
- 1.4.4.** Proponents are asked to provide as much information as possible when replying to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply. Unwillingness or inability to comply with any specific provisions in the RFP may result in the Proposal being rejected.
- 1.4.5.** A Proposal must be in enough detail to allow The Town to determine the Proponent's position from the documents received. Every effort should be made to include complete details of services to be provided.

END OF PART 1

PART 2 - GENERAL CONDITIONS OF PROPOSAL

2.1. REQUIREMENTS

- 2.1.1.** All requirements utilizing the words “shall” or “must” are mandatory and proposals must substantially comply with or fulfill such requirements. Proposals not clearly demonstrating they substantially comply with or fulfill the mandatory requirements may not be considered.
- 2.1.2.** All requirements utilizing the word “should” are desired and the Proponent’s response to such requirements may be considered in analyzing proposals.
- 2.1.3.** All statements using the words “may” or “might” are in the Town’s discretion.

2.2. SUBMISSION OF PROPOSAL

- 2.2.1.** Electronic Proposals submission only, shall be received by the Bidding System. Hardcopy submissions not permitted.
- Proposals must submit its Proposal through the Bidding System:
 - <https://cochrane.bidsandtenders.ca/Module/Tenders/en>
 - In order to submit a Proposal, the Proponent must have a Bidding System account and be registered as a plan taker for this RFP.
 - In the event of any technical issues, Proponents should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca prior to Closing.
 - Proposals must be fully uploaded, finalized and submitted in the Bidding System on or before Closing.
 - The time of receipt of Proposals shall be determined by the Bidding System web clock.
 - Late Proposals cannot be submitted through the Bidding System after the specific Closing date and time and therefore will not be considered.
 - Proponents are cautioned that the timing of submission is based on when the Proposal is received by the Bidding System, not when a Proposal is submitted by the Proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, Proponents are advised to allow sufficient time to upload their complete Proposal documents and to resolve any issues that may arise.

- Uploading large documents may take significant time, depending on the size of the (files) and your internet connect speed. Allocate sufficient time for all uploads to complete prior to the official closing time. The dates and times of the submission are governed by the bids&tenders™ web clock.
- The Bidding System will send a confirmation email to the Proponent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone 1-800-594-4798, or email to support@bidsandtenders.ca.
- The Town is not responsible for files which do not open, errors in uploading, misplaced or incorrectly delivered proposals.

2.2.2. Fax Proposals will not be considered.

2.2.3. The conditions herein constitute a part of the RFP and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the Town under this RFP by electronically signing the online form through the Bidding System. Responses submitted that do not include an electronically signed Signature Sheet will not be considered.

2.2.4. The law applicable to this RFP is the law in force in the Province of Alberta.

2.2.5. All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.

2.2.6. Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will the Town be responsible for these costs.

2.2.7. Proposals should adhere to the format as set out in Appendix B.

2.3. COMMUNICATION, QUESTIONS AND INQUIRIES BETWEEN PROPONENT AND TOWN

2.3.1. Unless otherwise instructed by the Town, only inquiries directed to the Authorized Contact Person at the Delivery Address and Contact Information set out in Part 1, Section 1.1 will be considered.

2.3.2. The Proponent cannot rely on any oral advice or representations made by the Town.

2.3.3. The Town will not accept delivery of written communication.

- 2.3.4. The Town reserves the discretion to reject, refuse to accept, or otherwise disregard communication sent by a means other than that authorized above.
- 2.3.5. It is the Proponent's responsibility to confirm that the Town receives any communication. The Town accepts no responsibility for lost, misplaced, or undelivered communications.
- 2.3.6. All communications regarding this RFP should be sent to the Authorized Contact Person, the Town will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify the Authorized Contact Person, which may issue written addenda.
- 2.3.7. Only questions and inquiries concerning this RFP including questions related to facilities, the RFP Documents or other documents and information, discrepancies, omissions, ambiguities and conflicts directed to the Town in the manner set out in Part 1, Table 1, and that are received no later than the date set out in item 8 of Part 1, Section 1.1 may be responded to by the Town.
- 2.3.8. To ensure consistency and quality of information, the Town may issue via its Bidding System to all Proponents questions and responses to questions relevant to the interpretation of this RFP, without revealing the source of the inquiries. All responses will be issued in the form of an addendum. The decision to issue or not issue an addendum is entirely at the discretion of the Town. Information obtained from any other source is not official and the Proponent should not rely on it.

2.4. PROPOSAL PRICES

- 2.4.1. All prices proposed shall be in Canadian Currency. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.
- 2.4.2. Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated. When suggesting prescription costs the Proponent will describe the costs as related to present associated industry rates.
- 2.4.3. Goods and Services Tax (GST) shall not be included in quoted prices.
- 2.4.4. Unless specified otherwise by the Proponent, the Town will assume the Proposal to be firm for acceptance within 90 days of Proposal closing.
- 2.4.5. The costs and work description shall be written in common language with descriptions manageable to a lay person.

2.5. DELIVERY

- 2.5.1.** Time shall be of the essence to complete the package of services by the successful Proponent and no extension of time given on any occasion will be deemed to be a general waiver of this condition.
- 2.5.2.** The Proponent is expected to use all reasonable undertakings to make delivery at the time specified in the RFP or otherwise stated. If for any reason delivery is delayed, the Proponent shall be responsible for any loss or damage sustained by the Purchaser or any third party by reason of such delay, unless prior written consent from the Purchaser is given accepting delay.
- 2.5.3.** RFP Process Timeline set out in Part 1, Table 1.

2.6. GENERAL

- 2.6.1.** The Town may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or municipal licensing regulations or bylaws or other requirements.
- 2.6.2.** The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Alberta, the Town, or any other authority to enable the Proponent to do all things necessary to perform the Contract according to the provisions of the Contract.
- 2.6.3.** Each Proponent warrants that the products and services it will supply to the Town conform in all respects to the standards set forth by all applicable Federal and Provincial agencies.
- 2.6.4.** Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- 2.6.5.** Any references in the RFP to statutes or regulations or to any Town bylaws are deemed to include the most recent amendments thereto or replacements thereof.
- 2.6.6.** The successful Proponent hereafter shall be referred to as the "Contractor" as the context requires.

2.7. COMMITMENT

- 2.7.1.** Proponents are advised that no commitment or contractual obligations arise or are created under this RFP until such time as the successful Proponent receives official written confirmation of acceptance from the Town of Cochrane.

2.8. LIMITATION OF LIABILITY

- 2.8.1.** In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.
- 2.8.2.** In no circumstances will a Proponent be permitted to limit their liability to an amount less than TWO MILLION (\$2,000,000.00) dollars.
- 2.8.3.** In no circumstances will a Proponent be entitled to special damages.

2.9. ACCEPTANCE OR REJECTION

- 2.9.1.** The Town reserves the right to cancel this RFP in its entirety after the advertised closing date, if all qualified bids exceed the Town's allocated budgets or if the scope of the Town's requirements changes.
- 2.9.2.** A Proposal may be rejected on the basis of the Proponents' past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
- 2.9.3.** As it is the purpose of the Town to obtain a Proposal most suitable to the interests of the Town and what it wishes to accomplish, the Town has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFP.
- 2.9.4.** The Town reserves the exclusive right in its sole discretion:
- to accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
 - to accept the Proposal in part or in its entirety;
 - to accept a Proposal submitted as a partnership between 1 or more potential Proponents;
 - to reject all Proposals and to invite new Proposals for the services required;
 - to increase, decrease, delete, or vary any portion of the work;
 - to reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
 - to reject Proposals where there are significant omissions of required information as they relate to desirable requirements;
 - to reject Proposals which have conditions attached, which are not authorized by the RFP; and
 - to reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

2.10. ASSIGNMENT OF CONTRACT

2.10.1. A Contractor shall not, without the prior written consent of the Town, which consent may be withheld at the sole discretion of the Town, assign or transfer in any manner whatsoever any or all the rights, liabilities, obligations and benefits of the Contract. It shall; however, be a condition of any consent, if given, that the proposed assignee provide the Town with evidence satisfactory to the Town that the assignee can comply with the provisions of the Contract.

2.11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP)

2.11.1. The Town acknowledges that a Proposal may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town acknowledges and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The Town is, however, bound by the Freedom of Information and Protection of Privacy Act (Alberta) and all documents submitted to the Town will be subject to the provisions of this legislation.

2.12. PERFORMANCE AND EXCUSABLE DELAYS

2.12.1. The Contractor may be evaluated periodically throughout the course of work or at the end of the project as the case may be. The Town will work with the Contractor to set key performance indicators (KPIs), which may have financial implications for not meeting certain KPIs. Any evaluations will be shared with the Contractor with the goal of immediate and permanent resolution of any problems and concerns.

2.12.2. The Town and the Proponent will acknowledge that delays in performance under the understanding such may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended but only for such period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

2.13. ENVIRONMENTAL CONSIDERATIONS

2.13.1. Proponents are advised that the Town has a policy to support the purchase of products and services that will minimize any negative impact on the environment. The Town recognizes that procurement decisions by its employees can make a difference in pursuit of improving environmental performance. The Town will purchase environmentally preferred products or services whenever it is practical and can be obtained at a reasonable cost.

2.14. CLARIFICATION

2.14.1. The Town reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

2.15. NEGOTIATION

2.15.1. The Town reserves the right to negotiate the terms of any Proposal with any Proponent. If the parties after having bargained in good faith are unable to conclude a formal agreement, the Town and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the Town may, in its discretion, contact other Proponents whose Proposals are considered by the Town suitable for the project and attempt to conclude a formal agreement with them.

2.16. RIGHT TO TERMINATE

2.16.1. Any of the following occurrences or acts will constitute an event of default by the Proponent under the RFP and any resulting contractual agreement:

2.16.1.1. Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the Town has given the Proponent notice in writing to rectify the non-performance or non-observance. If the failure cannot be remedied within fifteen (15) days, then the Town in its discretion may extend the time period for rectification or terminate the agreement;

2.16.1.2. an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of a bankrupt or insolvent parties; or

2.16.1.3. the appointment of a Receiver for the Proponent. In the event either 14.1.2. or 14.1.3 occurs, the Town will have the right to terminate the Contract immediately.

2.16.2. Notwithstanding anything contained herein, the Town may, at any time during the term of any Contract arising as a result of this RFP, upon giving 30 days' notice to the Proponent, terminate the Contract if the Town is of the opinion that the services supplied by the Proponent are not of a standard satisfactory to the Town or that the Proponent no longer has the financial capability to perform its obligations under the subsequent contract.

2.16.3. The Town in its sole discretion may terminate the Contract for reasons including, but not limited to, unethical or criminal activities by the Contractor upon giving 7 days notice to the Contractor.

2.17. NO COLLUSION

- 2.17.1.** Except as otherwise specified or as arising by reason of a provision of the RFP documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Proposal or in any award or Contract arising out of this RFP. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted in response to this RFP.
- 2.17.2.** Each Proponent must certify in writing that it has no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal.

2.18. CONFLICT OF INTEREST

- 2.18.1.** By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Town or their immediate families which might in any way be seen by the Town to create a conflict.
- 2.18.2.** Any issues which may be perceived as conflicts of interest must be identified. If the Proponent declares an actual or potential Conflict of, the Proponent must provide details of the actual or potential conflict of interest when submitting the Proposal.
- 2.18.3.** If the Proponent does not identify an actual or potential conflict of interest when submitting their Proposal, they will be deemed to declare that there was no conflict of interest in preparing its Proposal, and there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the RFP.

2.19. EXECUTION OF FORMAL AGREEMENT

- 2.19.1.** **This RFP represents a definition of specific requirements only.** It is not intended to be, nor should it be construed as, an offer to contract. The Town will consider each submitted response but assumes no obligation to act on any response. All submitted responses shall become the property of the Town. Only the execution of a written contract will obligate the Town in accordance with the terms and conditions of that contract.
- 2.19.2.** If the Proponent's document is accepted, the Proponent shall be required to enter into a formal Contract. The Proponent will in good faith and in a timely manner clarify any terms or provisions of the Contract if required, or negotiate if circumstances require, and finalize the Contract within 60 days.

2.19.3. The complete RFP together with and subject to all the provisions contained therein, along with the Town's form of Contract, shall, when accepted and executed on behalf of the Owner, constitute a binding Contract between the Proponent and the Owner.

2.20. ACTS & REGULATIONS

2.20.1. The Proponent as the Contractor shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders or regulations with respect to meeting Contractor's obligations under a Contract, including, without limitation the following:

- Town of Cochrane applicable bylaws
- Workers' Compensation Act
- Labour Relations Code
- Occupational Health and Safety Act
- Public Health Act
- Environment Protection and Enhancement Act
- Employment Standards Act
- Safety Codes Act

2.20.2. The Proponent as the Contractor shall abide by all rules and regulations adopted by the Town and communicated from time to time in writing to the Contractor during the term of Contract.

2.20.3. If the Contractor is of the opinion that the associated costs to the Contractor to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Contractor is responsible, the Contractor may elect to terminate the contract in accordance with terms of Section 4, "Scope of Work" herein or to proceed to arbitration in accordance with provisions of the Arbitration Act of Alberta and determine the reasonableness and the amount of the associated costs which the Contractor should bear.

2.21. PERFORMANCE

2.21.1. The Town requires written confirmation by a Proponent respecting the Proponent's commitment and ability to comply with legislative requirements and industry standards. The Proposal must respond specifically to the following:

- Confirmation that the Proponent will follow all policies and procedures of the Town;

- Confirmation that the Proponent will attend safety and coordination meetings so that the Proponent may be informed of health or safety hazards at any work location;
- Confirmation of the Town's right to require the Proponent to take additional steps such as additional training or appointment of additional supervision, and the right of the Town to stop work or ultimately terminate the Contract without penalty if work is not being performed safely by the Proponent;
- Prohibition against the Proponent entering into subcontracts without prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation of personal coverage by owners of the business if the owners will be performing work; and,
- Confirmation of the Proponent's obligation to indemnify the Town for any losses, including fines or legal expenses, arising from health and safety liability.

2.22. EQUIPMENT

- 2.22.1.** All vehicles shall conform to licensing under the Motor Vehicles Act in the Province of Alberta.
- 2.22.2.** Any piece of equipment provided by the Contractor that exhibits a frequency of breakdowns that impact the delivery of service under the Contract will be suitably replaced.

2.23. USE OF PREMISES

- 2.23.1.** The Contractor shall be responsible for any and all damage to any lands or premises (i.e. garages, fences, downspouts, sidewalks, roads) caused during the provision of services under the Contract.
- 2.23.2.** The Contractor shall not jeopardize the security of any premises and shall conform to any security procedures established by the Town.

2.24. REFERENCES

- 2.24.1.** Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the following information, should be included with the Proposal:

- Name, location and brief description of the project; and
- Name of client, their telephone number.

2.24.2. The Town reserves the right to check the references of any and all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Proponent is compliant with this RFP.

2.24.3. The Town will not enter into a contract with any Proponent whose references, in the opinion of the Town, are found to be unsatisfactory.

2.25. FUNDING

2.25.1. The Proponents acknowledge that the Town cannot make financial commitments beyond the Town's current fiscal year or more than the projects specified grant. In this regard, it is understood by the Town and the Proponent that the Town shall annually make bona fide requests of its approving authority for appropriations of sufficient funds to make payments covered by any contract resulting from this RFP.

2.25.2. Should such funds not be approved by the approving authority, the Town shall notify the Contractor that the request for funds has not been approved and of its intention to terminate the services so affected. Such termination shall take effect thirty (30) days from the date of notification and shall not constitute an event of default.

2.26. OCCUPATION HEALTH & SAFETY

2.26.1. For the purposes of the Occupational Health and Safety Act, the Contractor is considered to be the "Prime Contractor" as defined in the Act. It is specifically drawn to the attention of the Proponent that the Occupational Health & Safety Act provides in addition to other things that;

- "A Prime Contractor shall ensure, on a project undertaken by the Prime Contractor constructor that, the measures and procedures prescribed by this Act and the regulations are carried out on the project.
- Every employer and every Worker performing Work on the project complies with this Act and the regulations; and
- The health and safety of Workers on the project is protected."

2.27. TOWN PROVIDED INFORMATION

All information provided to the Proponent including quantities or any other figures are accurate to the best of the Town's knowledge. This information is intended to allow the Proponent to ascertain the scope of the Proposal. The actual figures may

vary, and the Town will not guarantee that this information is correct. Reliance on this information shall be at the Proponent's own risk.

2.28. FIRM PRICE AND ESCALATION

To be considered, all Proponents shall keep prices firm, for the time period quoted in the Proposal. Failure to comply with this requirement shall be cause for rejection of a Proposal. Alternative price Proposals will not be considered unless the Proponent first makes an offer based on firm pricing for the term of the contract.

2.29. TOWN OF COCHRANE BYLAWS

Copies of the applicable Bylaws are available online via Town of Cochrane website www.cochrane.ca for the information of the Proponents. Proponents acknowledge and agree that the Town may, from time to time, during the term of the Contract amend, repeal and/or replace the bylaws, as deemed appropriate.

END OF PART 2

PART 3 - SIGNATURE FORM

The Undersigned Company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Contract if awarded by any law of Canada or of the Province of Alberta. The Undersigned also acknowledges receipt, understands, and has taken into consideration all the information presented in this Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Company and to bind it to this Request for Proposal and Contract awarded pursuant to the Request for Proposal.

The Undersigned hereby acknowledges it has thoroughly reviewed and has complied with the documents making up this Request for Proposal, which may include, Instructions For Submitting Proposal, General Conditions Of Proposal, Special Conditions Of Proposal, all drawings and specifications as may be listed in and any amendments or addenda.

The Undersigned also authorizes the TOWN OF COCHRANE to contact any of the listed references submitted in their Proposal response.

If the RFP is being conducted through bids&tenders the Proponent will only need to acknowledge and agree to the Terms and Conditions through the Bidding System. Physical signature form will not be required.

Company Name

Date

Name and Title

Authorized Signature

THIS FORM MUST BE RETURNED WITH ANY SUBMISSION

APPENDIX A – SCOPE OF WORK

1.1. SPECIFICATIONS

1.1.1. Able to fully operate on AFRRCS network P25 700/800 MHz Phase 1.

1.2. DELIVERABLES

1.2.1. Mobile Radios

1.2.1.1. FOURTEEN (14) - KENWOOD NX5900 Mobile Radios, each to include:

- NX-5900K KENWOOD 700/800 MHz, NXDN/CONV/DIG/ANA MOBILE RADIO W/ CONTROL HEAD
- KWD-5100CV LICENSE OPTION KEY, P25 CONVENTIONAL
- KWD-5101TR LICENSE OPTION KEY, P25 PHASE 1 TRUNKING

1.2.1.2. SEVEN (7) - NX5900 REMOTE HEAD INSTALLATION PACKAGES, each to include:

- KRK-14H CONTROL HEAD INTERFACE KIT
- KRK-15B CONTROL HEAD REMOTE KIT
- KCT-71 REMOTE CONTROL CABLE, 17 FOOT

1.2.1.3. FOURTEEN (14) - LARSEN NMOQW700 [or equivalent], each to include:

- 740 – 806 MHz unity gain 1/4 wave mobile antenna, NMO Mount

1.2.2. Installation

1.2.2.1. The vendor will supply a mobile installer to replace the existing UHF mobile radios with the NX5900 radios. Installation will include the following:

- Individual removal of existing mobile radio equipment in 12 response apparatus
- Verification of existing radio wiring, and replacement if necessary.
- Installation of new radio equipment to the same location in 12 fire apparatus which may include supplying a new faceplate
- Install new 700/800Mhz mobile radio antennas
- Interface new radio installation to existing FireCom intercom/PTT system in 6 apparatus

- Verify operation on both Transmit and Receive, and adjust FireCom system levels as needed to achieve clear audio in both Transmit and Receive conditions

1.2.2.2. The Contractor must install the goods within 15 business days of receipt of the goods at the Town's designated delivery location, at a mutually agreed upon time and date between the Contractor and the Town.

1.2.3. Documentation

1.2.3.1. Contractor to provide two (2) complete sets of paper operating manuals.

1.2.3.2. Contractor to provide two (2) maintenance manuals.

1.2.3.3. Contractor to provide electronic versions in PDF format of both operating and service manuals.

1.2.4. Delivery

1.2.4.1. The Proposal shall state the number of weeks required to complete delivery.

1.2.4.2. The successful Proponent shall deliver the devices in full compliance, pre-serviced and ready to activate.

1.3. MAINTENANCE & SUPPORT

1.3.1.1. Contractor to provide installation and service center within 60 minutes of Cochrane, AB, as part of the Proposal.

1.3.1.2. Contractor **must** provide on-site set up, configurations and pre-testing of any equipment.

1.3.1.3. Contractor **must** provide preventative maintenance requirements and the required time to perform the scheduled preventative maintenance.

1.4. EMPLOYEE QUALIFICATIONS

1.4.1. Contractor **must** have experience with the Locution Systems CadVoice for existing system integration.

1.4.2. Contractor **must** have experience working with the AFRRCS P25 Radio system.

1.4.3. Contractor **must** have an authorized Technical Administrator for the AFRRCS System.

1.5. SOURCING

- 1.5.1.** Contractor must provide only original equipment manufacturer Goods during the term of the Agreement. The Town will not accept remanufactured or used Goods.

1.6. WARRANTY

- 1.6.1.** The Proposal shall provide details of what items are covered by warranty and the length of time the warranties will be in effect.
- 1.6.2.** Warranties provided shall cover 100% of parts, labour and travel time.
- 1.6.3.** Warranty coverage is to commence the day the devices enter service with the Town, not the initial date of delivery. A delayed warranty start certificate will be required.

APPENDIX B – PRICING SUMMARY SHEET

1.1. FEE BREAKDOWN INFORMATION

1.1.1. The Proposal shall include a cost for Mobile Radio System compatible with AFRRCS, encryption modules, portable accessories, licensing fees, hardware, training, administration, travel, software maintenance and support and any other contract costs associated herein, generally meeting the attached specifications, plus any additional options that are included in the cost.

1.1.2. Warranty service must be provided as part of the purchase, inclusive of, but not limited to, parts, labour, freight, insurance and travel to and from the Town sites.

1.1.3. All prices proposed shall be in Canadian Currency. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.

1.1.4. The Proposal shall include all costs related to delivery.

Address for Delivery:

Fire Station 51
20 Grande Boulevard
Cochrane, AB
T4C 2A7

1.2. FEE BREAKDOWN TABLE

1.2.1. The following is a template only. Proponents must submit their pricing information electronically within the bidding system.

1.2.2. The Town will not accept any additional prices.

Table 1: Unit Price for Initial Items

ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT RATE	SUBTOTAL
1	KENWOOD NX5900 Mobile Radios	Each	14		
2	NX5900 REMOTE HEAD INSTALLATION PACKAGES	Each	7		
3	LARSEN NMOQW700 [or equivalent]	Each	14		

APPENDIX C - RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

1.1. FORMAT AND OUTLINE OF RESPONSES

All responses are to be submitted in electronic form only.

Electronic RFP responses are to be in PDF (.pdf) format only. Where multiple files are submitted, the submission must include an index of all files.

Responses to each section shall be marked with the corresponding identifier.

1.2. PROPOSAL SUBMISSION REQUIREMENTS

1.2.1. Please include the following information in sufficient detail in the Proposal submission in order for the rated requirements to be evaluated and scored and ensure that the following outline and numbering provided is used for ease of reference by evaluators:

- Executive Summary
- Mandatory Requirements
- Company and Staff Experience
- Service Delivery Plan
- Fee Breakdown – As per the Bidding System
- Innovative and Value-Added Solutions
- References – As per the Bidding System
- Submission Form – As per the Bidding System

1.2.2. Proponents are requested to submit a proposal containing the following:

A. Mandatory Requirements (Pass/ Fail)

These shall be included at the end of the Proposal in an attachment labelled Mandatory Requirements.

- a) **Authorized Technical Administrator:** Contractor must provide evidence they are an authorized Technical Administrator for the AFRRCS System.
- b) **Submission Deadline:** Submission must be received on or before the closing deadline, as stated in the INSTRUCTIONS FOR SUBMITTING PROPOSAL.
- c) **Signature Form:** Submission must include the Signature Form on page 24, of this RFP. Or if the RFP is being conducted through bids&tenders Proponents must agree and sign off within the Bidding System.

B. Proposal Format

Proponents are required to organize their submissions according to the subject headings and in the order listed below. If proposals contain more pages than identified below, only the pages to the identified limit will be reviewed. Appendix's do not count toward the page limit.

- a) **Executive Summary – maximum 2 pages (Not Evaluated):** The executive summary presents highlights of the Vendor's Proposal.
- b) **Mandatory Requirements:** As per Appendix B, 1.2.2.A
- c) **Company and Staff Experience – maximum 5 page:**
 - Proponents **must** complete Table 7 within the Bidding System
 - Proponents **must** provide a summary of the Proponent's organization evidencing expertise and strength of organization. Including evidence that Proponent has carried out work of similar nature, scope and value to the Services. MANDATORY
 - Proponents **must** provide proof of experience with the Locution Systems CadVoice for existing system integration. MANDATORY
 - Contractor **must** have experience working with the AFRRCS P25 Radio system. MANDATORY
 - Contractor **must** provide Resumes of Key Personnel MANDATORY
 - **References:** References **must** adhere to the requirements in Section 2.24. Proponents are expected to complete the Reference Form in its entirety, within the Bidding System. MANDATORY
- d) **Specification Conformance –** Proponent must indicate if they can meet the specifications for the Deliverables as listed in *Section 1.2 Deliverables*, within the Bidding System. Proponents must also include the following information.
 - i. Proponents **must** complete Tables 1-6 within the Bidding System.
 - ii. **Delivery Schedule:** The Proposal shall state the number of weeks required to complete delivery.
- e) **Maintenance & Support:** Proponents are to provide a clear understanding of the objectives and critical issues that could affect the outcome of the project. The Proponents should include a clear

explanation of their proposed approach including a task-by-task breakdown.

Proponent to provide information regarding how the work described in Appendix A will be accomplished.

- i. Maintenance & Support** – Proponent must answer the *Maintenance & Support Questions*, within the Bidding System
 - ii. Warranty** – Proponent to state where warranty repairs will be performed and your company's policy on warranty repairs and a description of services included. A listing of service locations of where devices may be sent for repair (immediate swap out of devices), must be provided as wells as the length of the warranty period.
- f) Fee Breakdown:** Proponents are to provide a detailed cost breakdown, as per Appendix "B".
- g) Innovative and Value-Added Solutions (Not Evaluated):** Proponents are encouraged to supply information on new and innovative processes or materials that they feel would be beneficial to the Town. The purpose of this evaluation component is to provide incentive in the evaluation process for innovative or value-added solutions that the Proponent proposes to bring to the Service.
- h) Submission Form:** Proponents are expected to complete the Submission Form in its entirety, within the Bidding System. The Submission Form will part of the Submission. Any required information that is omitted, any alterations to the text, or any conditions added on or submitted with the bid form, may cause the bid to be declared informal and the bid may be rejected.

1.3. EVALUATION AND NEGOTIATION AND AWARD

Selection of the Successful Proponent pursuant to this RFP will be made based on the Proponent meeting mandatory requirement, the value of their quotation, additional information requested and other factors relevant to the Town. The responses shall be evaluated based on the matrix shown below.

Table 8: Evaluation Criteria

Evaluation Criteria	Evaluation
Step 1: Initial Review of Mandatory Requirements	
A. Mandatory Requirements	Pass/ Fail
Step 2: Rated Criteria Review	
B. Company and Staff Experience	20
C. Specifications Conformance	10
D. Maintenance & Support	20
Step 3: Evaluation of Pricing	
E. Fee Breakdown	50
TOTAL	100

1.3.1. Step 1 – Initial Review of Mandatory Requirements

Step 1 will consist of a review of all the mandatory requirements to determine which Proposals comply. Proposals that do not meet mandatory requirements shall be disqualified and will be excluded from further consideration.

1.3.2. Step 2 – Rated Criteria Review

The Town shall solely determine what constitutes a satisfactory Proposal for the purpose of the evaluation of the rated criteria. The Town will evaluate Proposals based on *Step 2: Rated Criteria Review* as per Table 9: Evaluation Criteria.

1.3.3. Step 3 – Evaluation of Pricing

Pricing will be scored based on a relative pricing formula using the rates set out in the Fee Breakdown Tables. Each Proponent will receive a percentage of the total possible points allocated to the total price by dividing that Proponent’s total price into the lowest price.

1.3.4. Step 4 – Selection

- a) The top-ranked Proponent, as identified above, will receive a written invitation to enter into direct contract negotiations with the Town
- b) Evaluation scores and rankings are confidential and apart from identifying the top-ranked Proponent no details of the Proposal score or ranking of any Proponent will be released to any other Proponent.
- c) Proponents should note that if the parties cannot execute a contract, the Town may invite the next-best-ranked Proponent to enter into negotiations. In accordance with the process rules of this RFP process,

there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

1.4. EVALUATION TABLE

1.4.1. Requirements/Criteria shall be evaluated in accordance with the following table and the weights assigned to each criteria category.

1.4.2. Rating Description

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