

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Invites

Request for Proposal

2025-11

To Supply and Install one (1) 200' Self Supporting Tower Kit and to Decommission one (1) 200' Guyed Tower located on Balsam Road

Sealed Proposals, clearly marked **RFP No. 2025-11** will be received by the undersigned until 2:00 p.m. on Thursday, June 20, 2025

Lowest or any Proposal not necessarily accepted.

Robert Morrison, Fire Chief Township of McKellar P.O. Box 69, 701 Hwy 124 McKellar, ON P0G 1C0 <u>fire@mckellar.ca</u> (705) 774-8010

Please Note: Prior to submitting a proposal, further information may be obtained by contacting the Fire Chief, Robert Morrison at (705) 774-8010

Accessible Formats and Communication Supports Are Available, Upon Request

TOWNSHIP OF MCKELLAR RFP 2025-11 200' SELF SUPPORTING TELECOM TOWER			
Submission Form			
Contractor:			
Address:			
Telephone: Email:			
Contact Person:			
Description of Work: To Supply and Install one (1) 200' Self Supporting Tower Kit and to Decommission one (1) 200' Guyed Tower located on Balsam Road.			
Item A – Supply & Install 200' Self Supporting Tower		\$	
Item B – Decommission & Disposal of 200' Guyed Tower		\$	
Item C – Backup Power for New Tower (Optional)		\$	
Subtotal		\$	
H.S.T.		\$	
TOTAL CONTRACT PRICE:		\$	
The contractor is required to provide the Township with proof of insurance in the amount of \$5,000,000.00 for each occurrence, and is responsible for all issues relating to WSIB, insurance etc. for their employees with relation to this contract.			
By signing below, I acknowledge that I have read and understand this RFP 2025-11 and I agree to abide by the terms and conditions contained here-in.			
Authorized Signa	ture:		
Name:		(Please Print or Type)	
Date:			
Witness:			
Date:			
*Note that this submission form is not transferable, and any alteration of the Company name entered hereon will be cause for considering the proposal irregular and subsequent rejection of the RFP.			
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TOWNSHIP CONTACTS AND ADMINISTRATION

Any questions or any additional information contact:

Robert Morrison, Fire Chief Township of McKellar 701 Highway 124 McKellar, ON P0G 1C0 Phone: (705) 774-8010 Email: <u>fire@mckellar.ca</u>

Alternate Contact:

Karlee Britton, Clerk/Administrator Phone: (705) 389-2842 Ext. 4 Fax: (705) 389-1244 Email: clerk@mckellar.ca

REQUEST FOR PROPOSAL CLOSING

Date of Closing

Request for proposal submissions can be made until June 20, 2025 at 2:00 PM. Submissions received after this date will not be given consideration and returned to the sender unopened. All proposals must be signed by an official agent or representative of the company submitting the proposal.

Package Submission Process

RFP packages shall be submitted by June 20, 2025 at 2:00 PM. in a closed and sealed envelope clearly marked as to contents "**Telecom Tower RFP No. 2025-11**", to:

Robert Morrison, Fire Chief Township of McKellar 701 HWY 124, P.O Box 69 McKellar, Ontario P0G 1C0

*Please note that the lowest or any proposal may not necessarily be accepted.

No electronic proposals, please hand deliver or courier.



TOWNSHIP OF MCKELLAR RFP 2025-11 200' SELF SUPPORTING TELECOM TOWER

PROJECT OVERVIEW

The Township of McKellar is seeking qualified proponents to supply and install one (1) 200-foot self-supporting telecommunications tower at 13 Lees Road and to decommission and remove the existing 200-foot guyed tower located on Balsam Road. The current tower supports the Township's Volunteer Fire Department communications and a third-party telecommunications provider. The project includes full tower removal and site restoration, installation of a new tower with hydro connection, equipment shelter, and all associated approvals, permits, and public consultation. Proponents must demonstrate experience in tower projects and compliance with all regulatory standards.

PROPOSAL GUIDELINES

This RFP represents the requirements for an open and competitive process. Proposals will be accepted until June 20, 2025 at 2:00 PM local time. Any proposals received after this date and time will be returned to the sender unopened. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

All prices quoted shall be in Canadian funds and shall include all duty, custom clearances, fuel tax, shipping costs, and HST shall be extra where applicable.

Proponents agree to prepare and submit bids at their own cost. The Township of McKellar is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the RFP. All such costs shall be the Proponent's sole responsibility.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. Proponents are to supply the names of three clients with whom they have performed or are performing similar projects for.

All proposals received must remain valid for acceptance up to **90 days** beyond the closing date. Should there be any discrepancies or omissions in the proposal document, or any doubt as to its meaning, inquiries should be made in writing to:

Robert Morrison Fire Chief Township of McKellar 701 HWY 124, P.O Box 69 McKellar, ON P0G 1C0 Phone: (705) 774-8010 Email: fire@mckellar.ca

If a correction, explanation, or interpretation is deemed necessary or desirable, a written addendum will be issued to all proponents. Proponents should notify Robert Morrison in writing that they have taken this RFP in order to receive any addendums issued. A site meeting, if required, can be arranged with the Fire Chief.

PROJECT DELIVERABLES

The Township of McKellar is inviting qualified proponents to submit sealed bids for the supply and installation of one (1) 200-foot self-supporting telecommunications tower, as well as the decommissioning and removal of one (1) existing 200-foot guyed tower currently located on Balsam Road.

1.0 **Project Overview:**

1.1 Decommissioning of Existing Tower

The existing telecommunications tower located on Balsam Road (Coordinates: 45.51046, -79.90760) currently supports the Township's Volunteer Fire Department's radio dispatch equipment and one additional third-party telecommunications provider.

The successful proponent will be responsible for notifying all residents and property owners within a 200-meter radius of the Balsam Road tower site at least two (2) weeks in advance of scheduled decommissioning activities. Notification must include anticipated dates, potential disruptions (e.g., noise, road closures), and a contact for inquiries.

The proponent is responsible for providing all necessary traffic control and signage during the decommissioning of the Balsam Road tower. This includes coordinating any temporary lane closures or road obstructions with the Township's Public Works Superintendent.

The proponent shall coordinate directly with the Township and any existing telecommunications tenants to ensure the safe removal, relocation, or transition of all equipment prior to tower decommissioning.

The successful proponent will be responsible for the full decommissioning of this guyed tower, including:

- Safe disassembly and removal of the entire structure.
- The proponent shall ensure all materials removed from the Balsam Road site are disposed of in an environmentally responsible manner and in accordance with provincial waste regulations. No material will be disposed of at the Township of McKellar Transfer Station.
- The proponent is responsible for disconnecting power to the tower and ensuring the site is made safe for hikers using the Balsam Wilderness Trail. The existing equipment shelter ('dog house') may remain on-site and does not require removal.
- Coordination with existing tenants regarding the disconnection and transition of telecommunications equipment, in consultation with Township staff.
- Compliance with all federal and provincial health, safety, and environmental regulations during the decommissioning process.

One telecommunications tenant may continue operating on the existing tower until June 1, 2026. While they are expected to transition to the new tower as soon as it becomes operational, if they choose to remain for the full duration of their notice period, decommissioning of the old tower cannot proceed until after June 1, 2026.

1.2 Supply & Installation of New Tower

A new 200-foot self-supporting tower is to be installed at 13 Lees Road (Coordinates: 45.490194, -79.864052).

The new tower must be operational no later than October 15, 2025.

Scope of work includes:

- Procurement, delivery, and installation of the tower structure.
- Connection to hydro service, including any required trenching, conduit, and electrical panel installation.
- Construction and installation of a prefabricated or custom "dog house" (equipment shelter) on a concrete pad, sized appropriately for current and future needs. The "dog house" equipment shelter must include adequate ventilation, security locking mechanisms, and weatherproofing. Minimum size and specs to be confirmed in consultation with Township staff.

- Grounding system and lightning protection in accordance with applicable codes.
- The proponent must ensure all security measures comply with applicable CSA (Canadian Standards Association) standards.
- Tower lighting and marking in compliance with Transport Canada regulations.
- Installation of antenna mounts and cable management system suitable for the Township's radio system and co-located tenants.
- Coordination and scheduling of tenant equipment migration.

1.3 Backup Power for New Tower (Optional)

Proponents may include, as an optional item, the supply and installation of a standby generator system to provide backup power to the new telecommunications tower. The proposed generator must:

- Be appropriately sized to meet the continuous and peak power requirements of the tower and all associated equipment.
- Be equipped to automatically engage upon loss of utility power, with no manual switching required.
- Capable of supplying sufficient power to ensure full tower operation during an outage.

All equipment must comply with current safety, environmental, and electrical codes and standards. This optional item will be reviewed independently and may or may not be included in the final contract award, at the sole discretion of the Township of McKellar.

2.0 Approval & Permitting Process:

Proponents shall include in their bid all tasks associated with obtaining necessary approvals and permits, including but not limited to:

- Executing the pre-consultation process with Innovation, Science and Economic Development Canada (ISED) to ensure land compatibility, protect sensitive visual areas or vistas and to review any potential impacts.
- Completion of a public consultation process, including hosting or attending a public meeting, and assisting Township staff with preparation and mailing of public notices.
- Submission of a site plan and circulation of the antenna proposal to adjacent land owners.

- Submissions to and liaison with Innovation, Science and Economic Development Canada (ISED), Transport Canada, and any other applicable regulatory bodies.
- Geotechnical Investigation Report of the new tower site.

3.0 Additional Requirements:

All work must be completed in accordance with industry best practices and applicable CSA standards for telecommunications structures.

Proponents shall provide a detailed project timeline, proposed methodology, warranty information, and references from similar past projects.

All equipment and materials must be new, certified, and meet current safety and technical standards.

The Township reserves the right to conduct site visits of completed installations prior to award.

The total contract price must include all tower sections, assembly hardware, foundation bolts of foundation in rock, base template safety cable, and engineered drawings.

INSURANCE, LIABILITY & WSIB REQUIREMENTS

1.0 Indemnification

The Supplier shall defend, indemnify and save harmless the Corporation of the Township of McKellar, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless the Corporation of the Township of McKellar from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this

Contract, and shall survive this Contract.

2.0 Insurance Requirements

2.1 The successful proponent shall, at their own expense, maintain and provide proof of the following insurance coverage, to the satisfaction of the Township:

Commercial General Liability Insurance in an amount not less than \$5,000,000 per occurrence, including coverage for:

- Bodily injury and property damage
- Personal and advertising injury
- Products and completed operations
- Contractual liability
- Non-owned automobile liability
- Cross liability and severability of interest
- 2.2 Automobile Liability Insurance with a limit of no less than \$2,000,000 per occurrence for all licensed vehicles used in connection with the work.
- 2.3 Professional Liability Insurance (if applicable) in an amount not less than \$2,000,000 per claim.
- 2.4 Environmental Liability Insurance (if applicable) for any potential contamination or hazardous material removal involved in the decommissioning of the existing tower.

The Township of McKellar shall be named as an additional insured on the Commercial General Liability policy.

Certificates of insurance must be provided to the Township prior to commencement of work and must remain valid for the duration of the contract.

3.0 Workplace Safety & Insurance Board (WSIB)

The successful proponent must be in good standing with the Workplace Safety and Insurance Board (WSIB). Prior to commencing work, the proponent must provide:

- A valid WSIB clearance certificate.
- Proof of registration with WSIB for all employees or subcontractors working on

the project.

The proponent is responsible for maintaining WSIB coverage and compliance for the duration of the project and must provide updated clearance certificates as required.

4.0 Contractor's Equipment Floater

The contractor shall provide and maintain coverage for all equipment used in the project during the term of this Agreement. Coverage will be provided, on a broad form basis for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.

5.0 All-Risks Property Insurance

All-risks, also known as all-perils (including sewer back-up, flood and earthquake) property insurance in an amount equal to the full replacement cost of Property of Every Description and kind owned by the Tenant or for which the Tenant is legally responsible, and which is located on or about the Demised Premises, including, without limitation, anything in the nature of a leasehold improvement;

6.0 Crane Operators/Hook Liability

If booms or cranes are involved in moving any materials or installing equipment (HVAC), the contractor will require Hook or Crane Operators Liability. The limit for this coverage should equal the cost of the most expensive piece to be moved or installed.

<u>CONTRACT</u>

The successful contractor will be required to enter into an agreement with the Township of McKellar. Prior to the commencement of the project, contractors must provide the Township with proof of valid, current WSIB coverage, and liability insurance, both of which must remain valid for the duration of the contract.

SUBMISSION

For the Township of McKellar to evaluate Proposals fairly and completely, Proponents shall provide all of the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Proponent being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit one (1) formal package of their Proposal, containing the following items:

• An indication of the Proponent's understanding of the project scope and

requirements, including how each of the specific required services shall be met;

- An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Proponent, and their legal/contractual relationship to the Proponent;
- An overview of the Proponent's experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent's team. The **Proponent shall include at least two (2) references** that outline their previous or current Consulting relationships, of a similar nature as required in this RFP, with Ontario Municipalities, including the reference contact name, email, and telephone number. The Township of McKellar reserves the right to contact these or any other references where appropriate. The Proponent may include additional references for specific areas/projects;
- Proof of qualifications (i.e., copies of professional certificates)

EVALUATION CRITERIA, PROCESS AND AWARD

The Township of McKellar may make an Award on the basis of the Proposals received without further discussion with the Proponents. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation as listed in this RFP.

Lowest or any Proposal not necessarily accepted.

The successful Proponent shall be notified of the Award in writing to the address given on the Form of Proposal, and/or may be contacted verbally or electronically by the Lead Contact.

GENERAL CONDITIONS

Interpretation

In the contract "Work" means the whole of the work, services and materials required to be done, furnished and or performed by the Contractor in order to carry out the Contract.

Status of the Contractor

The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the Township of McKellar.

Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work.

Subcontracting

Unless otherwise provided in the Contract and RFP, the Contractor shall obtain the consent of the Township of McKellar or designate in writing prior to subcontracting or

permitting the subcontracting of any portion of the Work at any tier.

Infringement

The Contractor warrants that no Work furnished in accordance with this contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor at its sole cost and expense shall defend and hold harmless the Township of McKellar, its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement.

Indemnification

The Contractor shall indemnify and save harmless the Township of McKellar from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or nonperformance of the Contractor of his/her obligations under any resulting contract.

Invoicing

The Vendor will be solely responsible for invoicing the Municipality ensuring to include the Project Name on all invoices to ensure timely payment. All invoices are subject to prior review and approval by the Municipality and approved invoices will be paid on a net 30 calendar days from the date of invoice as per the Township of McKellar's standard terms of payment.

Conflict of Interest

All firms are required to disclose to the Township of McKellar prior to accepting the assignment any potential conflict of interest. If a conflict of interest does exist, the Township of McKellar may, at its sole discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the Township. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the Township and if a significant conflict of interest is deemed to exist as determined by the Township, then the Contractor shall:

- 1. Refuse the new assignment, OR
- 2. Take such steps as are necessary to remove the conflict of interest.

Fraud or Bribery

Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Township of McKellar, or to commit fraud against the Township of McKellar, the Township shall be at liberty to declare the RFP void forthwith.