



67 Sharp Road, Brighton, Ontario, K0K 1H0

**RFP # REC 2019-02  
REQUEST FOR PROPOSALS FOR THE SUPPLY AND  
INSTALLATION OF AN OUTDOOR SOUND SYSTEM  
AT MEMORIAL PARK, 60 MAIN STREET, BRIGHTON, ONTARIO.**

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**PART I : BID REGISTRATION**

**Bid Registration is provided and mandatory to assist in the issuance of any addendum/addenda (via fax or email), should the need arise. Prospective Proponent are required to register and also, check Municipality's Website site for any addendum(s) that may have been issued prior to submission of their final documents. The Municipality of Brighton is not responsible for the Proponent's failure to register for updates or addendum/Addenda to the originally posted Bid; it is the Proponent's responsibility.**

**To Register Bid Please Email: [lisa@brighton.ca](mailto:lisa@brighton.ca)**



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**PART II – INVITATION FOR PROPOSALS**

The Corporation of the Municipality of Brighton (hereby known as “the Municipality”) invites qualified and experienced Contractors to submit a Proposal to provide all labour, materials and hardware, supervision, tools and equipment to supply and install a commercial audio system suitable for outdoor use at the new performance stage at Memorial Park, located at 60 main Street, Brighton, ON, K0K 1H0.

All Proposal forms and specifications may be obtained through the Municipal web site [www.brighton.ca](http://www.brighton.ca) or by emailing [lisa@brighton.ca](mailto:lisa@brighton.ca) .

Sealed Proposals on Municipal forms, clearly marked “RFP 2019-02 The Supply and Installation of One Commercial Sound System,” will be received at the Public Works and Development Offices at 67 Sharp Road, Brighton, Ontario until **11:30 a.m. on Wednesday, May 8th, 2019**. The Proponent’s name and address are to be clearly indicated on the top left corner on the front of the envelope.

Due to the nature of the project, a site visit is essential to determine the actual outlay and placement of the equipment and material amounts needed to provide for this installation.

All inquiries are to be submitted in writing to:  
Jim Millar, Director of Parks and Recreation [millar@brighton.ca](mailto:millar@brighton.ca)

**THE MUNICIPALITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT FURTHER QUESTIONS OR REDRESS FROM ANY RESPONDENTS AND RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL OTHER THAN THE LOWEST. ALL PROJECTS ARE AWARDED BY RESOLUTION OF COUNCIL.**

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### **PART III DEFINITIONS**

1. "The Municipality of Brighton and "The Municipality" are synonymous for the purposes of this RFP. They mean duly authorized representative on behalf of the Municipality of Brighton.
2. "Bidder", "Contractor" and "Proponent" means the person or firm responding to this RFP.
3. "Bid" means the submission received from a bidder in response to this RFP.
4. "Request for Proposals" or "RFP" means this entire document, and any addenda thereto issued before the RFP closing time.
5. "Mandatory" means an essential requirement.

### **PART IV – SPECIFICATIONS**

#### **General Project Description:**

The Municipality in late 2018 completed construction on a new performance stage and washroom facility at memorial park, located at 60 Main Street, Brighton, ON, K0K 1H0.

Funding has been earmarked for a sound system to be set up for permanent usage by Municipal staff as well as user groups performing at the park in the summer and fall seasons.

Requested Components Include:

2 x 4400W Peak Active CB Speakers. (Parasound PS15P or equivalent)

1 x 10 Chan. Live Recording Mixer/USB & FX (Allen & Heath ZED-10FX or equivalent)

1 x Bluetooth Audio Receiver w 3.5 & USB Cables (Hosa Tech. IBT 300 or equivalent)

2 x Digital Wireless Handheld Microphones (Model Shure PGXD24/SM58)

1 x Custom Input Jack Panel with 4 mic. Inputs, 13.5mm, 1 USB, 1 HDMI, 1 VGA, Two Volume Pots. (Example Photos Provided)

Various interface Cables and Connectors

1 x Metal Equipment rack.

Full set up with Additional Wiring as required to allow all components to work to their maximum abilities through the use of inputs and controls affixed in a control box at the stage (see an example provided in documents). Speakers must be weatherproof and able to be mounted near the front above the stage in such a way that sound is disbursed throughout the whole park.

Mixer and amplifier are to be installed in the maintenance room located behind the stage and placed in a lockable cabinet for added protection.

#### **A. Products**

All materials furnished shall be new materials unless otherwise specified. Salvaged materials may only be used only when specified in bid documents.

#### **B. Contractor Personnel and Equipment**

The Contractor shall supply all material, equipment and personnel necessary to complete the specified work. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period.

#### **C. Project Completion Date**

The projection completion date shall be June 21<sup>st</sup>, 2019.

#### **D. Clean Up**

After all sound system components are complete, clean up of the area along with restoration of all landscape features damaged or disturbed. Should any damage to private or public property occur as a result of the service performed or work done by the Contractor, the Contractor shall immediately notify the Municipality of such damage. Any correction of damage not being rectified within the time frame agreed to upon or to the satisfaction of the Municipality, the Municipality reserves the right to repair or replace that which is damaged and assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor and deduct these costs from any payment due to the Contractor.

**E. Work Crew Supervision**

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directive issued by the Municipality.

**F. Working Hours**

The Contractor shall schedule work between the hours of 7:30 am and 5:00 pm. Monday through Friday unless authorized by the Director of Parks and Recreation

**G. Unsatisfactory Work**

If, at any time during the contract, the service performed or work done by the Contractor is considered by the Municipality to create a condition that threatens the health, safety, welfare, of the community or does not meet the specifications herein, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work immediately. The Municipality shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. The Municipality reserves the right to terminate the whole or any part of this contract in the event the awarded Contractor fails to perform any of the provisions of this contract.

**H. Costs and Basis of Payment**

The Contractor affirms and states that the prices submitted herein constitute the total cost of the Municipality for all work involved in the respective items. This cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the Contract Documents considered separately and collectively.

## **PART VI – SELECTIONS AND CONTRACT AWARD PROCESS**

The Municipality will select the Proposal(s) which are determined to be the most qualified, having the best experience and ability to successfully perform the required tasks. The Municipality reserves the right, at its sole discretion, to negotiate with any Contractor as it sees fit, or with another Contractor or Contractors concurrently. In no event will the Municipality be required to offer any modified terms to any other contractor. The Municipality shall incur no liability to any other Contractor as a result of such negotiations or modifications.

### **1. Evaluation Criteria**

<b>Evaluation Criteria</b>	<b>Percentage of Total</b>
Previous relevant experience, proponents should provide past project descriptions and summaries.	15%
Commitment to meet the schedule indicated in the Execution section of this RFP.	15%
Warranty Period	20%
Cost – Equipment and Total Installed Cost.	50%

### **2. Evaluation Process**

- Proposals will be evaluated by an evaluation team using the evaluation criteria and weightings specified in section 1 above.

## **Part VII – INFORMATION AND INSTRUCTIONS TO PROPONENTS**

### **Proposal Submission:**

The proposal submission must be fully completed and in the possession of the Municipality of Brighton time stamped before the closing date and time. Proposal bids received after the closing time shall not be considered but shall be returned unopened and the supplier shall be advised that the Proposal was received late.

The Proposal submission must be signed by a duly authorized official of the organization bidding.

The submission must be legible, written in ink or typewritten, and all items must be bid unless otherwise specified. Erasures, overwriting, or strikeouts must be initialed by the official signing on behalf of the organization.

Alternative quotations shall be considered as requested in the bid documents.

Any correspondence by mail or telephone, pertaining to adjustments or corrections to a tender bid already submitted, shall not be considered. A bidder wishing to make adjustments to a bid must first withdraw the original quotation and re-submit the alternative bid in accordance with the provisions contained herein prior to the closing.

All Contractors requested to submit bids shall be advised, by the Corporation of the Municipality of Brighton (the Municipality), of all revisions, deletions, substitutions and additions of the specifications or of any extension of the closing time or of cancellation of the RFP (via an addendum). Suppliers who have submitted bids prior to notification shall be given the opportunity to withdraw and resubmit their bid.

The Contractor must assume full responsibility for delivery of the completed bid submission.

The Municipality accepts no responsibility for any loss or delay with respect to quotations that are delivered to any location other than that specified.



**Addenda to RFP Documents:**

All revisions, deletions, substitutions and additions to the RFP material shall be prepared in writing by Jim Millar, Director of Parks and Recreation or his designate. A copy of each addendum, including extension information, must be included in the submitted bid. In addition, it is desirable to give prior notice of the addendum by telephone. Each person must acknowledge receipt of the addendum by e-mail. A copy of each addendum shall also be stapled to each set of RFP documents not yet handed out.

Proponents who have submitted bid submissions prior to the release of an addendum shall be given the opportunity to withdraw and resubmit their Bid. When in the opinion of the Municipality it is advisable to cancel an RFP call, each person who obtained tender documents shall be mailed written notice of cancellation of the contract of the contract and all quotations received shall be returned unopened to the bidder.

**Withdrawal Procedures:**

Any person who has submitted a bid on the RFP may request that their submission(s) be withdrawn. A withdrawal request shall be made in writing to the CAO or Designate and the withdrawal shall be permitted if the request is made prior to the closing time. Withdrawn quotation bids shall be returned unopened to the bidder. The withdrawal of the RFP bid shall not disqualify a bidder from submitting another RFP bid from the same contract. Withdrawal requests received after the RFP has closed shall not be permitted. The bidder shall be informed, during or after the opening that the withdrawal request has received subsequent to the closing time.

**Receiving Submissions:**

Proposal Submissions must be sealed and clearly marked as to the contents and shall be submitted to the Municipality of Brighton Public Work's and Development Office, 67 Sharp Road, Brighton, Ontario, K0K 1H0. Each Bid Submission shall be time and date stamped on the exterior of the unopened envelope. Documents received on or before the date and time for closing of the RFP shall become property of the Municipality. Bid packages received subsequent to the date and time for closing of the RFP shall be returned unopened to the contractor.

**Proposal Preparation Costs:**

The Municipality shall accept no responsibility for the cost of preparing or shipping submitted Bid packages.

**Bid Opening and Review:**

The Corporation shall review all bids packages promptly after the date and time of closing. The opening shall be public as per Municipal policy. All Proposal bids will be checked by the evaluation committee for completeness and accuracy to ensure all Bid requirements and conditions have been met. If a defect in the Proposal is discovered and if the evaluation committee deems it necessary, the Bid will be rejected.

**Questions/Clarifications Request:**

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any respondent. Respondents must request interpretation or clarification in writing from the municipality by fax or e-mail.

The last day for questions is Wednesday, May 1st, 2019.

## **PART VIII – INFORMATION FOR SUBMITTING PROPOSALS**

### **1. PREPARATION OF PLANS AND SPECIFICATIONS AND SUPERVISION OF WORK.**

Questions with respect of this RFP are to be directed to Jim Millar at 613-475-0302 or by e-mail at [millar@brighton.ca](mailto:millar@brighton.ca)

### **2. EXAMINATION OF SITE**

1. The Proponent shall visit the site of the Work and check over the existing site at Memorial Park, and shall make its own estimates regarding hardware, tools and difficulties that may be encountered.

The Proponent shall not claim at any time after submission of their proposal that there was any misunderstanding of the terms and conditions of the Contract related to site conditions.

### **3. OTHER CONDITIONS**

1. The Total Bid Price shall include all Government customs duties and excise taxes applicable at the time of execution of the contract.

2. Prior to the execution of the contract, the Contractor shall provide its HST registration number and Safety Policy to the Municipality. If applicable, the Contractor shall also submit a list of subcontractors for the approval of the Municipality.

### **4. RIGHT TO ACCEPT OR REJECT QUOTATIONS**

1. The Municipality reserves the right to reject any or all Bids or to accept a Bid should it be in the interest of the Owner to do so.

2. By submitting a Bid, the Proponent acknowledges that it shall have no claim against, or entitlement to damages from the Owner by reason of the Municipality's rejection of its bids or all bids.

### **5. ABILITY AND EXPERIENCE OF CONTRACTORS**

1. The owner does not intend to award the contract to any Contractor who does not furnish satisfactory evidence that the contractor has the ability and experience required in this class of work and that the Contractor has sufficient capital and plans to execute the Work successfully and to complete it in the time

required by the Contract. The appropriate schedule in the Form of RFP must be completed; otherwise the quotation may, but shall not necessarily, be rejected as informal.

## **6. INFORMAL PROPOSALS**

1. Bid Submissions which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may, but shall not necessarily be rejected as informal. Unbalanced bids shall be rejected.

## **7. QUOTATIONS LEFT OPEN**

1. The Contractor shall keep its bid open for acceptance for thirty (30) days after its submission, unless its bid has been withdrawn in accordance with 7 (2) below.

2. Bids may be withdrawn by written notice, at any time prior to the opening of the first Bid Proposal.

## **8. DELIVERY AND OPENING OF QUOTATIONS**

1. Sealed envelopes, clearly marked only with "**RFP#REC 2019-02 Sound System Supply and Installation,**" will be received at the Public Works and Development Office, 67 Sharp Road, Brighton, Ontario, K0K 1H0, until **11:30 am local time on Wednesday, May 8th, 2019.**

## **9. HOLDBACKS**

1. The Municipality of Brighton will holdback 10% of the contracted price as per the requirements and time frame that are specified in the Construction Lien Act.

## **10. INSURANCE**

1. Proof of appropriate liability insurance must be given. Two (2) million dollars minimum per occurrence with the Municipality of Brighton named as a co-insured entity.

## **11. WORKER'S COMPENSATION BOARD**

**1.** Prior to execution of the Contract Documents, the successful Contractor shall provide to the Owner a letter from the Worker's Compensation Board certifying that all assessments have been paid and that the Contractor is in good standing with the WCB.

## **12. AWARD AND EXECUTION OF CONTRACT**

**1.** For the purposes of this Contract, the date of award of the Contract shall be deemed to be the date when the Owner has in writing notified the Proponents by e-mail, courier or fax that the Condition Precedent to Award has been satisfied.

**2.** Without limitation and to summarize the requirements of other paragraphs of the information for Proponents, the following documentation is required from the Contractor prior to or upon execution of the Contract:

- a) The Contractor's HST Registration Number
- b) The proof of insurance
- c) The Workers Compensation Board Certificate

If the Contractor refuses or fails to execute the Contract within ten (10) working days of the date of the award, it will be considered that the contractor has abandoned all rights and interests in the contract and the tender deposit of the Contractor shall be forfeited to the Owner as liquidated damages. The Owner shall, in such event, be free to award the Contract to another Contractor or to re-advertise the work.

## **13. PURCHASER'S RIGHT OF SELECTION**

The Municipality may award the RFP on the basis of Proposals received without discussion. Each Proposal should, therefore, contain the Contractor's best terms and complete detailed information.

The Municipality reserves the right to accept bids by items or as a whole, or in its discretion, reject any and all Proposals and re-advertise. The Municipality reserves the right to award items to various vendors. The Municipality reserves the right to increase or decrease the estimated quantities. The Municipality reserves the right to reject any and all submissions which comply with these specifications, or to accept a higher bid which complies, provided that, in the judgement of the Municipality, the items offered under the higher bid have additional values or functions which justify the difference in price.

#### **14. CORRECTION OF DEFECTS**

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of any equipment forming part of the Work, or the Work itself, any part of the equipment or Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Contractor, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The Contractor shall pay all transportation costs for parts and/or equipment both ways between the Contractor's factory or repair depot and the point of use.

**Quantities and Prices:**

Item Description:	Units:	Unit Cost	Total Cost:
4400W Peak Active CB Speakers. (Parasound PS15P or equivalent):	2		
1 x 10 Chan. Live Recording Mixer/USB & FX (Allen & Heath ZED-10FX or equivalent):	1		
1 x Bluetooth Audio Receiver w 3.5 & USB Cables (Hosa Tech. IBT 300 or equivalent):	1		
2 x Digital Wireless Handheld Microphones (Model Shure PGXD24/SM58):	2		
1 x Custom Input Jack Panel with 4 mic. Inputs, 13.5mm, 1 USB, 1 HDMI, 1 VGA, Two Volume Pots. (Example Photos Provided):	1		
1 x Metal Equipment rack:	1		
Labour Costs:			
Subtotal:			
HST:			
<b>TOTAL COSTS:</b>			

**PART IX – FORM OF PROPOSAL AMOUNT**

**To: The Corporation of the Municipality of Brighton**

**35 Alice Street**

**BRIGHTON, ON**

**K0K 1H0**

The undersigned, hereinafter called the Contractor, having examined the Specifications, General Conditions, the plans attached thereto, and all other information and documents pertaining to the proposed project, and being aware of all the conditions affecting the cost of the work, hereby offer to furnish all labour, material, supervision, tools, construction equipment, insurance, WSIB, and other facilities (other than those specifically stated in the specification as being supplied by others) and to perform all necessary work and proper for or accidental to the project and associated work at the site together with the guaranteeing of same in conformity with the contract to be entered into upon acceptance of this quotation.

**Sub. Total=** \_\_\_\_\_

**HST =** \_\_\_\_\_

**STIPULATED SUM=** \_\_\_\_\_

**FOR THE STIPULATED SUM OF** \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) including all taxes.

**This quotation may, at any time within 30 days of closing time for receipt of quotations, be accepted by the Corporation of the Municipality of Brighton and the quotation shall continue open for acceptance and is irrevocable within the said 30 day period and until a formal contract is executed by the successful Contractor.**

**All of which is submitted and duly executed under the corporate seal, this**

\_\_\_\_\_ day of \_\_\_\_\_ 2019.

**Print Name** \_\_\_\_\_

**Address & Phone** \_\_\_\_\_

**Signature** \_\_\_\_\_



**COMPLETION OF THE WORK**

**We, (Contractor's Name) \_\_\_\_\_ agree to commence work within \_\_\_\_\_ calendar days from the date of entering into an agreement with the Municipality of Brighton.**

**We agree to complete the work within \_\_\_\_\_ days from the date of entering into an agreement with the Municipality of Brighton.**

**PART X – RESPONDENTS EXPERIENCE IN SIMILAR WORK**

Please provide at Least Three Projects with References for Each that the Municipality May Contact as Part of Their Evaluation Process.

**Projects and Contact Persons:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_