



THE TOWNSHIP OF LANARK HIGHLANDS

REQUEST FOR PROPOSAL (RFP)

FOR:

COUNCIL CHAMBERS MICROPHONE SYSTEM

RFP-2017-02

ISSUE DATE:	September 7, 2017
CLOSE DATE:	October 5, 2017 AT 4:00 P.M.
DELIVERY LOCATION:	Township of Lanark Highlands Municipal Office 75 George Street, P.O. Box 340, Lanark, ON K0G 1K0 Attention: Clerk Administrator

LATE SUBMISSIONS WILL NOT BE ACCEPTED

**THE LOWEST PROPOSAL OR ANY PROPOSAL AT ALL WILL NOT
NECESSARILY BE ACCEPTED.**

Section 1: Background Information

The Township of Lanark Highlands is inviting proposals to supply and install a conference microphone system for its Council Chambers and an adjacent corridor. The Township is seeking a microphone system to ensure that the discussion held in the council chambers can be heard in all areas of the council chambers and an adjacent corridor when there is an overflow of attendees.

Scope of Project

The Council Chambers is approximately 1024ft² in size measuring approximately 32' wide by 32' deep. The room includes fixed desks that seat 7 members of council and 2 staff members. One other desk for presentations also requires a microphone.

The adjacent corridor is approximately 210ft² in size measuring approximately 7' wide by 30' deep.

The microphone system must **be wireless** and must include the following

- Main Control unit
- 1 Chairperson microphone unit
- 9 microphones with built in speakers
- Sufficient good quality external speakers that will provide an equal audio quality level throughout the council chambers and adjacent corridor
- Microphone Transport\Charger case
- Audio recording capability
- Assistive Listening Devices as required by the Building Code (Section 3.8.3.7)

Proposals must indicate whether the audio recording capability can be integrated with a future video recording system

Bidders are to include **all** costs associated with the components for a **new** sound system including, but not limited to, labour, control unit, all hardware, speakers, microphones, amplifiers, switches, wiring, cables, mounts, adapters, connectors, plugs, assistive device and any electrical requirements to run this system. Bidders are to complete any electrical work that is required. Any additional charges will be listed as well. Bidders are invited to propose any equipment, but the proposal must specify the make, model, specifications and cost of each item to be supplied.

Proposals must include a list of equipment that will be provided including the quantity and cost for each item.

Optional equipment that is not essential but would enhance the performance of the system can be listed separately giving a description of the item, quantity and cost.

Proposals must indicate the length of time required to complete the project after the award is confirmed by the Township

Staff Training

Proposals will include training for staff members who will be utilizing the system. This training will be in the Council Chambers once the installation is complete. It will be hands on training with a question and answer period. The cost of training shall be included in the pricing.

Warranty and After Sales Service

Suppliers are requested to provide manufacturer's specification sheets and warranty information for all products included in their proposal. Bidders are also requested to outline their ability to provide after-sale service during and beyond the manufacturer's warranty period. Provide the maximum response time for service from receipt of call.

Standards

All work is to conform to, or exceed the minimum standards of the Ontario Building Code, the Canadian Standards Association, Canadian Electric Code, local codes, Occupational Health and Safety Act and the standards of manufacturers of material supplied for this project, whichever is/are applicable.

Site Inspection

Bidders **must** conduct a site inspection that can be arranged during regular business hours, Monday to Friday, 8:30 am to 4:30 pm, 75 George St., Lanark, ON. Site inspections can be arranged through the Clerk Administrator.

References and Demo

Bidders are required to provide three references in Ontario that can be contacted to verify the bidder's service track record. Reference contact information must include: Company/Organization, Address, Contact Name, Title, Telephone Number and Email Address.

A demonstration of a system similar to the one being proposed is desirable.

Section 2: Proposal Structure and Content Requirements

2.1 Proposal Submission Structure

The proposal document should be structured in sections that refer to the headings addressed in the Proposal Content Requirements of this section and should be numbered and tabbed accordingly.

2.2 Proposal Content Requirements

SECTION #	CONTENT
1	Company Profile
2	Project Experience
3	System Design & Features
4	Warranty & After Sales Service
5	Cost Factor – Proposal Form (Separate Envelope)

2.2.1 Company Profile

Proponents are to provide information on their company such as, but not limited to, the following:

- a) Provide a general company profile including the ownership and affiliations of the firm and number of years the firms has been in business.
- b) Address, and contact information for the proposing entity;
- c) Size of company, number for employees both locally and other.

2.2.2 Project Experience

Brief documentation on significant similar projects, with client references (minimum of 3). The Township reserves the right to contact references, which may affect a Proponent's evaluation score.

References associated with Lanark Highlands are not an acceptable reference.

2.2.3 System Design & Features

Describe the proposed system's design and features.

2.2.4 Warranty & After Sales Service

Provide a description of the applicable warranty and after sales service that will be provided.

2.2.5 Cost Factor

Proponents are to submit, in a separate envelope, Table A from Appendix 1. Costs submitted shall be exclusive of HST.

Financial Consideration is worth a total of 30 points calculated as follows:

Table A (lowest bid/submitted bid x 30)

2.2.6 HST

Total costs submitted shall be exclusive of HST.

Section 3: Proposal Process

3.1 RFP Schedule

The following timeline has been established:

ITEM	DATE
Request for Proposal issued	September 6, 2017
Deadline for Questions	September 15, 2017 at 4:00 pm
Receive Proposals	October 5, 2017 at 4:00 pm
RFP Award Date	To be determined

Note: although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

3.2 Date & Place for Receiving Proposals

- a) Proposals will be received by: Township of Lanark Highlands, 75 George Street, P.O. Box 340, Lanark, ON, K0G 1K0.
- b) Proposals must be addressed to:

Township of Lanark Highlands Reception

75 George Street, P.O. Box 340
Lanark, Ontario
K0G 1K0

Attention: Clerk Administrator

- c) Proposals may be submitted by hand, and by mail. Proposals received after 4:00 p.m., local time, on October 5, 2017 will be returned unopened. Lowest bid or any proposal not necessarily accepted.

3.3 Documentation – Two Envelope System

- a) Three (3) copies of the proposal are required. Proposals shall be addressed and submitted to the address above in an envelope clearly marked as follows:

Request for Proposal – Council Chambers Microphone System RFP-2017-02

Submit the Proposal Content Requirements – items 1 to 4 – as listed in Section 2.2 above, in a separate envelope marked “Technical Proposal”.

- b) Submit the Proposal Content Requirements – item 5 – as listed in Appendix 1, in a separate envelope marked “Cost Factor”. Only one copy of the Cost Factor is required to be submitted.

3.4 Negotiations

The Township retains the right to negotiate the scope, work plan, payment schedule and fees of the preferred proponent prior to award and execution of the contract.

3.5 Communications & Addenda

All questions related to the Request for Proposal should be emailed to Clerk Administrator at clerkadm@lanarkhighlands.ca

Deadline for questions is September 15, 2017 at 4:00 pm.

No oral explanation or interpretation shall modify any of the documents or provisions of this Request for Proposal. If required by the Corporation, addenda will be posted on the Township’s website (www.lanarkhighlands.ca) and MERX. It is the Proponent’s ultimate responsibility to ensure all addenda have been received.

Proponents shall be required to acknowledge receipt of addenda on the Cost Factor Proposal Form (page 17 of this RFP).

Section 4: Proposal Evaluation

4.1 Proposal Evaluations will be carried out based on the following criteria:

BEST VALUE EVALUATION CRITERIA	WEIGHTED PERCENTAGE
Company Profile	10
Project Experience	10
System Design & Features	30
Warranty & After Sales Service	20
Cost Factor – Tender Form (Separate Envelope)	30
TOTAL	100

Written Proposal Submission Requirements Evaluation Criteria:

Proponents will be scored on the basis of how well their response meets the criteria specified. The relative weight of each requirement to all other requirements is shown in the table above (Weighted Percentage).

4.2 Acceptance of this Proposal and Contract

It is expected that one proponent will be selected for this project. Upon selection, the successful proponent will be invited to enter into a contract with the Township.

The contract will be based on the specifications, terms and conditions expressed in this document, the successful proponent's proposal and documented negotiations.

All proposals are to be submitted with the understanding that evaluation by the Township does not result in the formation of a contract, nor does it create any obligation on the Township to enter into any further discussions.

Proposals will be evaluated under the Criteria provided in Section 4.1, based on the information and references provided by Proponents, which rates how strongly and the ease at which the characteristics of proposals meet the needs of the Township as stated in this RFP.

The Proposal that includes the lowest cost or any Proposal at all will not necessarily be accepted. The Township reserves the right to reject any or all Proposals. The Township also reserves the right to not proceed with the Project without stating reason thereof.

In the event a Proposal does receive a recommendation from the Review Committee, such proposal will be the Proposal which in the sole opinion of the Review Committee (as determined by the exercise of the Best Value Evaluation Criteria), provides the Township with the best overall value. The Township reserves the right to negotiate Terms of Reference including material used, with a Successful Proponent in discussions between Successful Proponent and Lanark Highlands's Clerk Administrator, which may affect the end price of a potential contract.

The Township reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons should such be determined by the Township in its sole and absolute discretion to be in its best interest. Should only one Proposal be received, the Township reserves the right to reject it.

The Township of Lanark Highlands will prepare the Contract document for execution by both parties.

Section 5: Contract

5.1 Award and Potential Contractual Discussions

The Township does not guarantee that any proposal will produce a recommendation by the Review Committee or that any contract will ultimately be approved and endorsed by Lanark Highland's Clerk Administrator.

In the event there is a Successful Proponent to this RFP but the end result of discussion/negotiations is not a contract approved by the Township's Clerk Administrator, the Township reserves the right and ability to either negotiate with the next highest scoring Proponent(s) in sequential order pursuant to the Best Value Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

Regardless of whether or not there is a Successful Proponent to this RFP and in the event that no contract is approved by the Township's Clerk Administrator for whatever reason, the Proponent in endorsing the RFP Cost Factor Proposal Form does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Township for any costs or damages incurred by the Proponent in preparing a Proposal or discussing/negotiating with the Township.

Failure to execute the Contract and to file all documentation, as required herein, within the specified time period shall be just cause for the cancellation of the Contract.

5.2 Indemnity and Insurance Requirements

The Township expects the Proponent to be fully responsible for the Project Work. The Proponent in submitting a proposal hereby acknowledges that in any potential contract endorsed by the Township's Clerk Administrator, it would be required as a Proponent to:

- i) Be fully responsible for all Project Work;
- ii) Release, indemnify and hold completely harmless the Township of Lanark Highlands from any and all liability, including legal costs, which attributable to negligence associated with the Project Work except for any negligence of the Township of Lanark Highlands;

- iii) Carry a Commercial General Liability Insurance policy on an occurrence basis in an amount of \$2,000,000.
- iv) Carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its services in an amount of \$2,000,000, which is underwritten by an insurer licensed to conduct business in the Province of Ontario – such policy to be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;
- v) Provide an original (not a copy) proof of the insurance identified in 5.2 iii) and iv) above; and
- vi) Provide a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the Proponent's and all proposed Sub-Contractors, Sub-consultants or agents of any kind are in good standing with the Board.

Section 6: Other

6.1 Confidentiality and Freedom of Information

All information relating to the business and affairs of the Township which is not a matter of public record is confidential. In the event of a potential contract being endorsed by the Township's Clerk Administrator, any such agreement will include a confidentiality clause requiring the strict protection of such confidentiality by any Proponent.

All documentation submitted to the Township by Proponents pursuant to this RFP is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended ("**MFIPPA**") which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner.

Prior to the consideration of any proposal(s) at a public municipal Council meeting, the Township will reasonably attempt to treat all proprietary and personal information contained in Proposals as confidential, in so far as such is reasonably allowable by the provisions of MFIPPA, as amended. The Township, however, is required upon receiving a Freedom of Information request to release information as is reasonably allowable pursuant to MFIPPA legislation or upon lawful order. Proponents in endorsing the Cost Factor Proposal Form (page 17 of this RFP) does hereby fully release and hold harmless the Township, including their respective Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of information authorized under the provisions of MFIPPA or lawful order.

When proposal(s) are considered before Council, the Proponent does hereby consent to its Proposal, including all proprietary and personal information contained therein, becoming a part of the public record and being released to the public as part of the public agenda. The Proponent does hereby fully release and hold harmless the Township, including its respective Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities,

claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in its respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a municipal Council meeting.

6.2 Errors and Omissions

The Township shall not be held liable for any errors or omissions in any part of this RFP. While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive.

6.3 Bid Cancellation

The Township reserves the right to cancel this bid request at any time up to the Award of a Contract.

6.4 Legislative and Licensing Requirements

All Proponents and Proposals must comply with any law, including all legislation and regulations, which may be applicable to the services provided subsequent to the RFP.

Please be advised that a condition of the agreement will be a requirement that the Successful Proponent comply with the applicable laws of Ontario and Canada, including the:

The Occupational Health and Safety Act (Ontario)
Ontario Human Rights Code
Pay Equity Act (Ontario)

Any agreement that results from this RFP will be subject to the laws of the Province of Ontario and Canada.

6.5 Incurred Costs

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent(s) prior or subsequent to or by reason of the acceptance or non-acceptance by the Township of any Proposal by reason of any delay in the acceptance of a Proposal.

6.6 Ability and Experience of Respondent

The Township will not award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and equipment / manpower to ensure acceptable performance and completion of the Proposal. Any proposal / tender will be considered non-compliant if reference checks or past experience is deemed unsatisfactory, in the opinion of the Township.

6.7 Payment of Fees

The Township will pay the Proponent its fees based on the completion of milestones as defined within the Proponent's proposal. The successful Proponent will provide the Township with a timeline of deliverables with their associated cost. The timeline will be mutually agreed upon and appended to the agreement.

Invoices shall be forwarded to the Township of Lanark Highlands – Finance Department, 75 George Street, P.O. Box 340, Lanark, Ontario K0G 1K0.

6.8 Performance

Any undue delays in the execution of the work and/or costs incurred by the Township due to inefficiencies in performance on behalf of the successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the successful Proponent.

6.9 Assignment of Contract

The successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

6.10 Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Township and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

6.11 Cancellation

- a) The Township reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- b) If the successful Proponent should neglect to execute the work properly, or fail to perform any provision of this Award, the Township, after three (3)

business days written notice to the successful Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Proponent. Continued failure of the successful Proponent to execute the work properly shall result in a termination of Contract. The Township shall provide written notice of termination.

- c) The Township may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the successful Proponent.
- d) Either party may terminate the Contract by giving the other one thirty (30) calendar day's written notice, giving reasons acceptable to the other. A period of less than thirty (30) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- e) Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

6.12 Proponent Expenses

Any expenses incurred by a Proponent in the preparation of the Proposal submission or incurred by a potential Successful Proponent in negotiating a potential contract with Council are entirely the responsibility of the Proponent or the Successful Proponent and will NOT be charged to the Township of Lanark Highlands.

6.13 Legal Claims

No proposal will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Township, or against whom the Township has a claim or has instituted a legal proceeding against with respect to any previous contract without prior approval by Lanark Highland's Council.

6.14 Conflict of Interest

The Proponent acknowledges that in making its Proposal, it does so without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

6.15 Reserved Rights

- a) The Proponent acknowledges that the Township shall have the right to reject any, or all, Proposals for any reason, or to accept any Proposals which the Township in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Proposals will not necessarily be accepted and the Township shall have the unfettered right to:
 - i. Accept a non-compliant Tender/Request for Proposal;

- ii. Accept a Tender/Request for Proposal which is not the lowest Tender/Request for Proposal; and
- iii. Reject a Tender/Request for Proposal that is the lowest bid even if it is the only Tender received.

b) The Township reserves the right to consider, during the evaluation of Proposals all or some of the following criteria in assessing a Proposal, none of which shall be binding on the Township;

- i. Information provided in the Tender/Request for Proposal document itself, including but not limited to information relating to: the proponent's understanding of the project, quality of submission, cost savings, process improvements for the Township, project schedule and cost;
- ii. Information provided in response to enquiries of credit and industry references set out in the Tender/Request for Proposal;
- iii. Past performance in the provision of services to the Township or local municipalities in the County of Lanark;
- iv. Information received in response to enquiries made by the Township of third parties apart from those disclosed in the Tender/Request for Proposal in relation to the reputation, reliability, experience and capabilities of the proponent;
- v. The manner in which the proponent provides services to others;
- vi. The experience and qualification of the Proponent's senior management, and project management;
- vii. The compliance of the proponent with the Township's requirements and specifications;
- viii. Innovative approaches proposed by the proponent in the Tender/Request for Proposal, and,
- ix. The Township's policies relating to tendering and issuing contracts to third parties.

c) The Proponent acknowledges that the Township may rely upon the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a bid, the proponent acknowledges the Township's rights under this Section and absolutely waives any right, or cause of action against the Township and its consultants, by reason of the Township's failure to accept the bid submitted by the proponent, whether such right or cause of action arises in contract, negligence, or otherwise.

6.16 Lobbying Restrictions

(a) Proponents, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Township's staff and members of Council.

(b) The Township may reject any Bid by a Proponent that engages in such lobbying, without further consideration, and may terminate that Proponent's right to continue in the purchasing process.

(c) During a Bid Solicitation process, all communications shall be made through the Finance Department. No Proponent or person acting on behalf of a Proponent or group of Proponents, shall contact any elected official, consultant or any employee of the Township to attempt to seek information or to influence the Award. Elected officials shall refer any inquiries about a Bid Solicitation process to the Clerk Administrator.

APPENDIX 1: COST FACTOR PROPOSAL FORM

ITEM	<u>ACTUAL COST</u>
Proposed Total Fee (inclusive of all costs except for HST) to complete the tasks noted in RFP-2017-02.	\$
13% H.S.T	\$
Total Upset Limit including HST (in Canadian Dollars)	\$

TABLE A Notes

1. Proposed Total Fee (inclusive of all costs except for HST) is worth a total of 30 points calculated as follows: (lowest bid/submitted bid x 30).

APPENDIX 1 CONTINUED - COST FACTOR PROPOSAL FORM

FOR THE PROVISION OF:	COUNCIL CHAMBERS MICROPHONE SYSTEM		
AS SUPPLIED BY:	_____		
	FIRM NAME		
	_____		_____
	ADDRESS	POSTAL CODE	
	(HEREINAFTER CALLED THE PROPONENT)		

TO:	TOWNSHIP OF LANARK HIGHLANDS 75 GEORGE STREET, P.O. Box 340 LANARK, ON K0G 1K0 (HEREINAFTER CALLED THE TOWNSHIP)
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THE RESPONDENT DECLARES

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in the Proposal or in the award for which this Proposal is made.
2. No member of any municipal Council and no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
3. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same and is in all respects without collusion or fraud.
4. I understand that in submitting this Proposal, the lowest costed or any proposal at all will not necessarily be accepted and that an award under this RFP is required by Lanark Highland's Clerk Administrator.
5. I/We have read and understand the contents and requirements of this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto. By signing this responding submission, I confirm that the Township has the legal right and ability to enforce the said provisions of the Request for Proposal as against the Proponent to the extent of its obligations as established herein and that it is estopped from pleading or asserting otherwise in any action or proceeding.

Dated at _____, Ontario this ___ day of _____, 2017.

_____ Name of Proponent (please print)

_____ Address

_____ Telephone _____ Facsimile _____ Email

APPENDIX 1 CONTINUED - COST FACTOR PROPOSAL FORM

Per: _____ Signature of Proponent

_____ (Name), _____ (Position)

I have authority to bind the _____ (business type)