



## REQUEST FOR QUOTATION – Services of technicians and maintenance contract for audio visual system of the Clarence-Rockland Optimiste Performance Hall

(F18-QT-2018-019)

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|----------------------|--|--|--|
| <b>REQUESTER:</b>    | Alain Payer                                | <b>Phone No.</b>                         | 613-446-6022   |
| <b>ADDRESS:</b>      | 1560 Laurier Street, Rockland, ON, K4K 1P7 | <b>E-Mail.</b>                           | <a href="mailto:apayer@clarence-rockland.com">apayer@clarence-rockland.com</a> |
| <b>ISSUE DATE:</b>   | October 1 <sup>st</sup> , 2018             | <b>Closing Time.</b>                     | 2:00 p.m.  |
| <b>CLOSING DATE:</b> | November 2 <sup>nd</sup> , 2018            | <b># of pages included with this RFQ</b> | 6  |

### INSTRUCTIONS TO BIDDERS

1. You are invited to submit a Bid for the products listed below and/or in accordance with any specifications attached.
2. Failure to comply with the Quotation terms and conditions shall result in a non-compliance Bid.
3. All bids shall be and remain irrevocable for sixty (60) days unless withdrawn prior to the designated closing time.
4. All prices shall be in Canadian funds, F.O.B. destination. Federal and Provincial sales taxes to be shown separately.
5. Bids must be received **PRIOR** to the closing deadline in person, by fax, courier or E-mail to the attention of the City's Representative listed above. Late bids will be rejected.
6. Bids will be called, received, evaluated, accepted and processed in accordance with the City's Purchasing By-law and related procedures (copy available upon request). By submitting a bid, the Bidder agrees to be bound by the terms and conditions of such by-law and amendments thereto and related procedures, as fully as if it were incorporated herein.
7. The City may cancel the Request for Quotation prior to the award of purchase, without liability for damages of any kind, including consequential damages.
8. The terms, conditions and Information for Bidders attached hereto shall apply to any/all transactions agreed upon as a result of the Request for Quotation call.
9. The work to be completed is to include the supply of all materials, equipment, labour, tools, incidentals, delivery fees or any other associated costs to complete the work as specified in this quotation. Any item not specifically mentioned in the specifications or shown on the drawings but implied or required to complete the work will be considered to be included in the total price.
10. All information that is supplied to the City in this Request for Quotation will become the property of the City and will be subject to the Municipal Freedom of Information and Protection of Privacy Act (Ontario). Please note that only the name of the successful bidder will be made public. Disclosure of any other information contained in this Request for Quotation will be made in accordance with the Act.
11. Bidder certifies that it is in full compliance with the *Accessibility for Ontarians Disabilities Act, 2005, S.O. c. 11, Accessibility Standards for Customer Services O. Reg. 429/07* requirements.
12. Bidder certifies that it is in full compliance with the *Workplace Safety and Insurance Act. W.S.I.B. Account No. \_\_\_\_\_*
13. Must submit a criminal record check "Vulnerable Sector" for all employees.
14. Please send Invoices to AP@Clarence-Rockland.com

No Bid – Reason:

### FEE PROPOSAL:

| Item                          |                            | Cost 2019   |          | Cost 2020   |          | Cost 2021   |          |
|-------------------------------|----------------------------|-------------|----------|-------------|----------|-------------|----------|
|                               |                            | Hourly rate | Day rate | Hourly rate | Day rate | Hourly rate | Day rate |
| Technical Services            | Tech Class A               |             |          |             |          |             |          |
|                               | Tech Class B               |             |          |             |          |             |          |
|                               | Inventory reports          |             |          |             |          |             |          |
| Maintenance Services          | Hourly rate                |             |          |             |          |             |          |
| Service calls (if applicable) | Flat rate plus hourly rate |             |          |             |          |             |          |

Please supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.

### CONTRACT TERM :

The term of the contract(s) will be (3) years. The contract(s) may be extended at the City's discretion for an additional two (2) one (1)-year terms. The contract renewals will be based on the same terms and conditions and upon mutual agreement between the Contractor and City and contingent upon a sufficient budget and / or Council approval if applicable. Any options to renew will be subject to mutual agreement.

|                    |  |  |
|--------------------|--|--|
| Bidder's Company:  |  |  |
| Contact Person:    |  | SIGNATURE:   |
| Title:             |  |  |
| Phone:             |  |  |
| E-mail             |  | Please print name if different than contact shown. |
| F.O.B. Destination |  | Lead Time: _____ days                              |



**Request for Quotes – Services of technicians and maintenance contract for audio visual system of the Clarence-Rockland Optimiste Performance Hall**

The Optimiste Performance Hall, which was inaugurated on November 13, 2009, is a 500-seat venue with a large stage and sound and lighting equipment that provides a memorable experience for spectators of local, semi-professional and professional productions. The Optimiste Performance Hall is located at 1535 Ave. du Parc Rockland, Ontario.

The hall is managed in partnership with the "Conseil scolaire de district catholique de l'Est ontarien", the City of Clarence-Rockland and the Rockland Optimiste Club.

The number of reservations average per year that needs the services of a certified technician for all activities requesting sound and/or lighting at the Optimiste Performance Hall.

| School Board | Community Groups |
|--------------|------------------|
| 23           | 24               |

**SCOPE OF WORK:**

**1. Technician's services – for performances that will take place in the Optimiste Performance Hall**

- Services for performances needing sound and/or lighting
- Services for rehearsals
- Services for various activities ex. Press Conference
- Keep an up to date inventory of equipment
- Submit an activity report after every event
- Services for equipment repair and replacement

We are requesting the fee for class A and B technician. (See definitions of classes below).

The City of Clarence-Rockland insists that a certified technician be on site for all activities requesting sound and/or lighting for a production.

The service provider must assure that all technicians receive proper training on the AV system.

The service provider will act as a consultant for the technical services for all productions.

The Service provider must ensure that all technicians are certified for the lift used for the lightning system.

The service provider must ensure that all technicians are bilingual (French & English) as they will be working directly with community groups and school boards.

**2. Maintenance Contract**

- Responsible for the annual maintenance of all AV equipment
- Submit hourly fee for maintenance
- Submit flat rate plus hourly fee for service calls if applicable

**DEFINITION OF CLASSES:**

**Technician Class A - Audio and Lighting technician – Performance:**

Certified technician with experience in musical events of more than 500 spectators.

**Lighting Technician:**

Should be proficient and show experience in how to operate a strand lighting console. Should show experience in using DMX lighting systems including the use of automated fixtures. Should be proficient and show experience with the use of conventional theatrical fixtures including proper maintenance. Should have a basic understanding of electrical systems and simple maintenance of cables, electrical connectors and outlets.

**Performance Audio Technician:**

Should be proficient and show experience in how to operate analogue consoles and outboard effects. Should show experience in monitor mixing and video projection as well as theatre and concert performance. Should have an advanced understanding of audio systems and processing as well as maintenance of equipment and accessories.

**Corporate Audio Technician:**

Should be proficient and show experience in how to operate analogue consoles, primarily for speech and playback material. Should show experience in corporate events as well as video projection. Should have a basic understanding of audio systems and processing as well as maintenance of equipment and accessories.

**Technician Class B:**

Apprentice technician – assists Class A technicians

**SUPPORT DOCUMENTS:**

The firm must provide attached to this document the following information:

1. Provide three (3) projects within the past two (2) years of a corporate type gig (consisting of speech reinforcement and video projection)
2. Provide three (3) projects within the past two (2) years of a concert type gig (consisting of sound reinforcement, video projection, lighting)
3. Provide three (3) projects within the past two (2) years of an artistic performance type gig (dance, theatre, etc.)
4. List of technicians, their qualifications as well as their experience.



**1. Definitions**

**Bid Document** – a tender, quotation or other document that states the City's desire to buy and Bidder's offer to sell to the City the Goods defined in the Specifications

**Bidder** – a person, corporation or other entity that responds to a request for bids

**Goods** – set out in the Bid Document, including Services, where applicable, and defined in the Specifications

**Specifications** – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods requested in the Bid Document

**Successful Bidder** – a person, corporation or other entity that is awarded the contract or purchase order resulting from the request for bids

**City** – The Corporation of the City of Clarence-Rockland

**Work** – all labour, materials, products, articles, fixtures, services, supplies and acts required to be done, furnished or performed by the successful Bidder, which are the subject of the contract

**2. Adverse litigation**

The City shall be entitled to reject the submission of the Bidder should the potential bidder have litigation or be pursuing litigation against the City in relation to previous contracts awarded to that Bidder by the City or be a person against whom the City is pursuing litigation.

**3. Discrepancies and Omissions/Addenda**

Should the Bidder find discrepancies in or omissions from the specifications or should he be in doubt as to their meaning, the Bidder shall notify the City's contact person noted in the bid document. If required, the City will issue in writing any changes/additions/deletions to specifications, and/or quotation instructions or Special Provisions/conditions, in the form of an addendum. Replies to questions and modifications in any other manner will not be legally binding. Any and all addendum issued shall form part of the document. The cost of complying with the addendum/addends requirement (if any) shall be included in the price.

**4. Oral Instructions or Suggestions**

The City will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to the City's contact person noted in the bid document.

**5. Conflict of Interest**

The City shall not acquire goods and services from municipal councilors, staff of the municipality or from any corporation or partnership in which the individuals hold a controlling interest.

The Bidder certifies that

- (i) the prices in the Bid have been arrived at independently of those of any other Bidder;
- (ii) the prices in the Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to the award of purchase, directly or indirectly, to any other Bidder or competitor; and
- (iii) no attempt has been made, or will be made, to induce any other person to submit or not submit, a Bid for the purpose of restricting competition.

**6. Contract**

The submission of a signed bid document to the City shall be deemed to constitute an "Offer". The acceptance by the City of the successful Bidder's Bid, by purchase order or formal contract, shall constitute a binding contract between the successful Bidder and the City. The Bid Document, Standard Terms and Conditions, Additional Terms and Conditions, if applicable, and the successful Bidder's Bid shall all form part of the contract.

**7. Failure to perform**

In the event that the successful Bidder fails to comply with any provision of the Bid Document or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the successful bidder notice in writing of such failure. In the event that the successful bidder has not remedied its failure, the City shall be entitled to exercise any one or more of the following remedies:

- i) The City may terminate the contract without further notice;
- ii) The City may withhold any payment due to the contractor hereunder until the contractor has remedied its failure;
- iii) The City may engage the services of another contractor to remedy the contractor's failure, and obtain reimbursement therefore from the original contractor. The said reimbursement may be obtained either through deduction from any amounts owing to the contractor hereunder, or through any other legal means available to the City; or
- iv) The City may assert any other remedy available to it in law or equity

Non-performance may result in the removal of the Bidder's eligibility to submit future bids. The failure of either party at any time to require performance by the other party of any provision shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof.

**8. Insurance**

**4. INDEMNIFICATION**

- (a) The Contractor agrees that it shall continuously save, keep harmless and fully indemnify the City, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be brought against or made upon the City resulting from or arising out of the Contractor's performance of or rendering of any Services pursuant to the Contract.
- (b) The Contractor also agrees that it shall continuously save, keep harmless and fully indemnify the City, its elected officials, employees and agents and its successors and assigns, against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be incurred by the City resulting from or arising out of the Contractor's performance of or rendering of any Services pursuant to the Contract.

- (c) The Contractor shall indemnify the City from all claims arising out of unpaid accounts relating to the Contract. The City shall have the right at any time to require satisfactory evidence that the Equipment (or any part of it) in respect of which any payment has been made or is to be made by the City is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

The Contractor, during the term of the contract, at its expense, shall take out and keep in full force and affect the following insurance policies:

- a) Commercial General Liability insurance insuring all services, operations, products, and work as described in the contract. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, contractual liability, products- completed operations, contingent employer's, and owners and contractors protective liability to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy shall include a cross liability and severability of interest clause and be endorsed to name The Corporation of the City of Clarence-Rockland and "Conseil scolaire de district catholique de l'Est ontarien" as an additional insured;

Non-owned automobile insurance to a limit of not less than one million dollars (\$1,000,000) and;

If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than one million dollars (\$1,000,000).

All policies of insurance shall:

- (i) be written with an insurer licensed to do business in the Province of Ontario;
- (ii) contain an undertaking by the insurers to notify the City of Clarence-Rockland in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;
- (iii) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City of Clarence-Rockland
- (iv) and any deductible amounts will be borne by the Contractor

Upon notification of intent to award the Contract and within ten (10) business days, the Contractor shall provide to the City of Clarence-Rockland proof of insurance on a form of a certificate of insurance which has been signed by an authorized representative of the insurer which references the appropriate bid number. The Contractor will make available complete certified copies of all applicable insurance policies for examination if required by the City.

Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the City.

The City reserves the right to require the Contractor to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

It shall be the sole responsibility of the contractor to determine what additional insurance coverage and limits are necessary to fulfill its obligations in accordance to the contract.

#### **9. Laws and Regulations**

The Bidder shall comply with federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Bidder shall be responsible for ensuring similar compliance by its suppliers and subcontractors. Without limiting the generality of the foregoing, the Bidder shall satisfy all statutory requirements imposed by the *Occupational Health and Safety Act* and regulations made thereunder on a Contractor, a Constructor and/or Employer with respect to or arising out of the performance of the Bidder's obligations under the contract. The contract is governed by the laws of the Province of Ontario.

#### **10. Delivery**

Goods delivered by the successful Bidder to the City must be new and of the latest model possessing all the accessories standard to the manufacturer's stock model. The Goods must also be free of defects and fit for the purpose intended by the City.

Goods shall be securely and properly packed for shipment.

W.H.M.I.S. regulations applicable to the Goods must be followed by the successful Bidder. Proper labels must be affixed to the Goods and materials safety data sheets must be provided, prior to the acceptance of the shipment by the City.

Unless otherwise stated, all goods, materials, articles or equipment supplied, and all work or services performed, pursuant to a purchase order/agreement based on this Bid request shall be subject to inspection by the City at the point of unloading or at the site of work or services. There will be no extra charge made by the Bidder for packaging, packing or containers, unless otherwise indicated herein.

#### **11. Acceptance of material**

The material delivered under this request for bids shall remain the property of the seller until a physical (define material and seller or change wording) inspection and actual usage of the material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality.

#### **12. Defective product**

Any product found to be defective, failed, or unsuitable for its intended use shall be unconditionally replaced, repaired or returned for 100% credit. The City will not be liable for any restocking charges or additional transportation charges incurred as a result of such replacement, repair or return. Restocking charges on goods returned otherwise will be agreed upon by both parties.

#### **13. Warranty**

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, each product/service shall be fully warranted against defects in materials and workmanship for a period one (1) year from the date of delivery or successful completion of the contract. Said warranty shall include parts and labour. Warranty may be negotiated for longer period(s).

**14. Copyright/Patent**

The successful Bidder shall indemnify and save harmless the City from all claims arising from the sale and delivery of the goods to the City or from any copyright, trade-mark, trade secret or patent used or infringed by the successful Bidder in the manufacture or supply of Goods.

**15. Samples and Demonstrations**

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense.

**16. Brand Names**

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

**17. City not Employer**

The successful Bidder agrees that the City is not to be deemed the employer of the Bidder nor its personnel under any circumstances whatsoever.

**18. Subcontracts**

The contract shall not be assigned, subcontracted or amended in whole or in part, without written consent of the City.

**19. Successors and Assigns**

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

**20. Indemnification**

The Bidder shall indemnify and save harmless the City, its officers and employees, from and against all claims, losses, costs, damages, expenses (including legal fees and disbursements initially and with any and all appeals), suits, proceedings or actions arising in any way out of or related to the seller's activities in executing the work pursuant to the provision of the contract, including omissions, improper act or delays in executing the work.

**21. Cancellation**

The City has the right to cancel at any time the contract in whole or in part upon notice to the Bidder. If cancellation takes place, delivery shall be accepted of all goods at the price order price delivered prior to the notice of cancellation.

**22. Accessibility for Ontarians With Disabilities Act, 2005**

The Bidder certifies that it is in full compliance with section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, under the *Accessibility for Ontarians with Disabilities Act, 2005*.