



ARTSCAPE

REQUEST FOR PROPOSALS

Daniels Spectrum Telescopic Seating System

Artscape is currently accepting applications from telescopic seating unit manufacturers to remove, design, install and maintain a new telescopic seating unit for Daniels Spectrum.

Issued by Artscape | artscape.ca

Issue Date: May 14, 2018

Submission Deadline: May 31, 2018- 3PM



1. INTRODUCTION

ARTSCAPE is a not-for-profit urban development organization with a mission to make space for creativity and transform communities. Artscape is committed to building a world that engages art, culture and creativity as catalysts for community vibrancy, sustainability, prosperity and inclusiveness.

To fulfill its mission and vision, Artscape engages in social enterprise in the following fields: real estate development; property management; performance and event services; consulting and knowledge exchange; artistic programming and community animation; and creative entrepreneurship development. Over more than 30 years, Artscape has evolved from a Toronto-based affordable artist studio provider to a global leader in creative placemaking, a practice that leverages arts and culture as a catalyst for community and urban development.

Artscape is a non-profit organization with a charitable Foundation called the Toronto Artscape Foundation that raises funds to support its projects and programs which make space for creativity and transform communities. Artscape is committed to finding a provider for this project that meets the requirements identified herein and that understands the non-profit nature of its work and is willing to support its mission through discounts and/or sponsorship opportunities. www.artscape.ca

2. ARTSCAPE PERFORMANCE AND EVENT VENUES

Artscape Performance and Event Venues (www.artscapeeventvenues.ca) is Artscape's social enterprise event venue business, which began with one venue in 1999, and has since grown to encompass five multi-use venues each with several event space options. Our performance and event venues are situated in high profile areas across Toronto, with two new venues opening in late 2018. Revenues generated through rentals directly fund the operation of these spaces, ensuring these facilities remain open and vibrant spaces for artists and the community. Averaging upwards of 1,500 events per year across our portfolio, and growing, we serve a large variety of indoor and outdoor events and clients, from corporate meetings, seminars, weddings, cocktails and galas, theatre productions, musical performances and other community-based events. In 2017 we averaged 300 days of business and served 1021 clients across our portfolio. We expect to see a significant increase in our growth as we add two high profile spaces to our portfolio this year.

Venues in our current portfolio include Daniels Spectrum, Artscape Wychwood Barns, Artscape Gibraltar Point, Artscape Sandbox and Artscape Youngplace. In late 2018, Artscape will be opening two new facilities that will include event rental spaces – Artscape Weston Common, a community cultural hub in Weston Village, and Artscape Daniels Launchpad, a ground-breaking 30,000 sq. ft. creative entrepreneurship centre, part of Daniels City of the Arts on Lakeshore East.

3. THE OPPORTUNITY

Daniels Spectrum current's seating infrastructure in Ada Slight Hall is a discontinued model of the Irwin Telescopic Seating System, model 5000. This unit was installed in 2012 and has been used heavily over the past six years, averaging at least 200 events per year, without a well structured preventive maintenance program. Significant wear and tear has caused on going issues with the seating system's ability to retract and expand have resulted in the need for a replacement option of the system. Options



currently being considered include the replacement of the current under-structure, and the removal of the current system with complete replacement of the entire unit. A repair option is not being considered for the purposes of this RFP, although other viable options suggested by vendors will be considered as appropriate.

Artscape is interested in hearing from vendors with flexible payment options, including but not limited to lease-to-own, payment plans or other payment terms including an inspection and maintenance program and a ten (10) year parts and labour warranty.

Interested vendors will be required to attend a mandatory information session with Artscape staff at Daniels Spectrum on May 22, 2018 at 9AM. Staff will conduct a walkthrough of the current system at this meeting.

Daniels Spectrum is located at **585 Dundas Street East, Toronto, ON M4A 2B7.**

www.danielsspectrum.ca

4. SCOPE OF WORK

Artscape requests that proponents provide a proposal with one or more options for the system replacement. For multiple options, provide an outline of pros and cons for each approach based on the proponent's understanding of Artscape's requirements and with an outline of payment term options for each solution.

Examples of potential solutions may include or address the following considerations:

- Complete removal of existing system and redesign
- Replacement of the understructure
- Reuse of the current seating elements
- Other options as determined by the proponent

A. Product Requirements

1. Seating systems comprised of a multi-section, multi-tiered rows of seats, deck components and risers on interconnected, retractable, supporting structure. Telescopic seating operation shall be by means of electric operation with manual override of each section. Telescopic seating system shall be wall attached (typically), recessed within the columns.
2. The system will consist of standard production units and not a custom build.
2. Telescopic seating shall be operable on the telescopic principle, stacking vertically in minimum floor area when not in use.
3. The first moving row, on manual sections, shall be secured with release lever. All other rows shall be mechanically locked, operable only upon unlocking and cycling of first row.

4. Seating system should adhere to all applicable Health and Safety legislation in the Province of Ontario and meet AODA 2021 standard compliance.
5. System must be maintainable by a Greater Toronto Areas Service provider.
6. Parts must be standard stock items available for a minimum ten (10) years from installation

B. Minimum Manufacturer's Design Criteria

1. Telescopic Auditorium bleachers with a minimum of 300 capacity with two aisles per section.
2. Lowest parts of substructure, other than the wheels, should be no less than 3/4" from the floor.
3. Carpeted, acoustically quiet decks with LED lighting.
4. Two or more separate units, each with its own extending and retracting abilities. If this is not possible for day to day, it should have the ability to manually separate each unit from the others.
5. Motors should have directional control to correct angle of extension and retraction.
6. Lightweight aluminum railings that allow for tool-less install and removal.
7. Accessibility seating provisions: Provide recoverable first tier cutouts. Include manufacturer's standard front guardrail and closure panel below. Shop drawings will reflect locations.
8. System should provide attachment points to pipe for black drapes when in fully retracted position.
9. Black velour drapes with 20% fullness to mask open sides of understructure or an alternative method for masking open understructure shall be included. Drapes do not have to stay in position during retraction.

C. Acceptable Manufacturer

1. The manufacturer shall be a firm experienced in the manufacturing of telescoping bleacher seating systems.
2. The telescopic seating system specified herein shall comply with the Ontario Building Code, OBC Part 3.3.2.10 - BLEACHERS except where additional requirements are indicated or imposed by authorities having such jurisdiction.
3. The telescopic seating system manufacturer shall employ a registered, professional engineer to certify that equipment to be supplied meets and/or exceeds the design criteria of these specifications.



4. The telescopic seating system manufacturer shall have all welding done in a CWB/AWB certified shop.

5. It will be the responsibility of the bidder to furnish with his bid a list clarifying any deviation from these specifications, written or implied.

D. Acceptable Installer

1. Installers to be recognized, trained, and certified by the telescoping bleacher seating manufacturer.

2. Installer and its employees shall comply with all O.H.S.A regulations and abide by Artscape policies on Health & Safety, Respect in the Workplace and Access Control.

E. Acceptable Service Capability

1. The Manufacturer and Installer must be able to show proof of full time service capability by factory certified technicians directly employed by the Manufacturer and Installer.

2. Adequate and satisfactory availability of repair parts and supplies and ability to meet warranty and service requirements are a requirement of this invitation to Bid.

3. All full time service personnel shall be factory authorized and trained.

F. Warranty and Guarantee of Work

1. The manufacturer shall guarantee all work performed under these specifications to be free from defects for a period of ten (10) full years.

2. Replacement structural steel components, nuts, bolts, axles, and wheels as necessary to maintain the integrity of the original installation, will be provided at no charge for a period of ten (10) years.

3. The guarantee shall be limited to the fair use of the Telescopic Seating System and shall not include acts of vandalism, fire, flood or other situations that do not fall into the general use requirements of the bleachers.

4. The proponent will provide a scheduled inspection maintenance plan for estimated maintenance and repairs for ten years.

5. The proponent will provide a maintenance contract estimate for the period of ten (10) years provided to maintain the ten (10) year parts and labour warranty.

G. Installation

1. Seating shall be installed in accordance with the manufacturer's instructions and final shop drawings. Installer will install all accessories, anchors, inserts and other items for installation of seating and for permanent attachment to adjoining construction.



2. Adjustment and Cleaning: Upon completion of installation, Installer shall adjust each seating assembly to operate in compliance with manufacturer’s recommendations. Installer shall clean installed seating on exposed or semi-exposed surfaces and touch-up all exposed finishes.

H. Execution of Work

1. Manufacturer or installer shall demonstrate the proper method of operation of the bleacher system to Artscape staff upon completion of the work.
2. Installer shall verify that all areas are free of impediments interfering with the installation and that substrates are acceptable to receive seating in accordance with the manufacturer’s recommendations.
3. Electrical wiring within the building as required for power operation of the bleachers shall be provided by certified vendors of Artscape.

I. Removal of Current Infrastructure

1. Installer will be responsible for the disassembly of the current seating unit and the removal of the unit from the premises, as required.
2. Manufacturer and/or Installer may recommend potential buy back options for applicable parts and facilitate introductions to potential leads for Artscape.

5. ASSESSMENT CRITERIA

Proponents that do not attend the bidder’s meeting on Tuesday, May 22 at 9AM will not be considered eligible for this procurement.

Respondents are permitted to form a partnership with another firm in order to cover all of the assessment criteria.

Submissions will be evaluated based on a set of assessment criteria:

Assessment Criteria	Weighting
A. General Expertise	15%
B. Recommended Solution Proposal	25%
C. Relevant References	10%
D. Capacity to Complete Work	25%
E. Fee Proposal	25%



A. General Experience

1. Provide a detailed description of the firm's general telescopic seating unit manufacturing, installation and maintenance experience, including:

- Description of the firm and its principal(s), including a short biography/description, relevant professional accreditations, past project experience and professional achievements
- Comprehensive list of projects of similar size and scope
- Description of experience working in the Canadian market and adhering to Canadian legislative requirements
- Include any supporting firms that will help the proponent carry out the scope of work, including: dealers, manufacturers, deliverers, installers, etc. as well as their associated credentials

B. Recommended Solution Proposal

Propose one or more options for consideration:

- Provide supporting information for proposed solutions, including: product visuals, product cut sheets and brochures, product warranty information, finish options and selections and manufacturer details.
- Detailed technical requirements for the proposed solution and the required coordination amongst stakeholders
- Project timeline of work from start to completion, broken out in phases, clearly outlining the number of consecutive days required on site for removal and installation of the unit
- Indicate the level of coordination that Artscape staff will need to have with the proponent both prior to installation and on-site during the installation phase.
- Pros and Cons with the proposed approach as it pertains to Daniels Spectrum

C. Relevant References

Provide contact information for a minimum of 2 references (e.g. former clients) that are willing to provide detailed information on their experience with the proponent.

Information on these references should include:

- Name
- Occupation
- Relationship with Proponent
- Contact Information (email and telephone number)

Artscape is intending to contact the references of the short-listed firms.

D. Capacity to Complete Work

Provide a detailed description for each team member of the designated project team, including:



- Identify a single point of contact who will be responsible for continuous coordination with the various stakeholders throughout the entire project lifecycle. Include a Curriculum Vitae and profile for this individual.

Provide 2 samples of projects that are either directly related or comparable to Daniels Spectrum in terms of size, typology and complexity. Provide detailed information on:

- Model number and project description
- When the unit was installed
- Location of the project and
- Budget range for the product
- Project challenges & successes
- Indicate the level of AODA compliance for this project

E. Fee Proposal

- Provide an itemized fee proposal for each option including all work listed within the Scope of Work.
- Provide options for payment terms and/or lease-to-own options.
- Highlight any additional costs and provide a per diem rate for any work not covered in the fee proposal.
- Note, if the proponent assesses the understructure to have salvage value, this value should be reflected in the fee proposal.

6. SELECTION PROCESS

An evaluation committee will execute a detailed review of all the qualified proposals received in order to determine the selected bidder(s). Artscape will select the preferred respondents based on the assessment criteria outlined above.

The schedule for the selection process is as follows:

Item	Deadline (2018)
Submission release	Monday, May 14
Bidders Meeting	Tuesday, May 22 – 9AM
Deadline for questions	Thursday, May 24- 3PM
Last Addendum Issued (If required)	Monday, May 28
Response deadline	Wednesday, May 31 – 3 PM
Award of contract	Monday, June 4



Any amendments or modifications to this RFP made prior to the Bid Period Close date will be posted on the Artscape website and may be issued via email, mailing, or fax to bidders known to be interested in submitting a proposal.

7. BID SUBMISSION

Send **ONE** electronic copy with signature and supporting documentation to:

Nidhi Khanna
Director, Artscape Performance and Event Venues
Subject Line: Telescopic Seating Unit Bid
nkhanna@artscape.ca

The one electronic copy is to be delivered before **3:00 PM local time**, as determined by NRC Official Time, on **Wednesday, May 31, 2018**.

Questions regarding this RFP should be sent via email to Nidhi Khanna at Artscape before **3:00 PM local time**, as determined by NRC Official Time, by **Thursday, May 24, 2014**.

Late or facsimile submissions will not be accepted or considered. Any clarifications will be issued by addendum.

8. OWNER OBLIGATIONS

This RFP is being issued for the sole purpose of requesting bids and shall in no way be interpreted as creating an agreement between, or as an offer to enter into an agreement with, any recipient and/or respondent of this RFP. Artscape reserves the right to reject all submissions, either in whole or in part, without obligation, and/or to enter into negotiations with entities to provide such services, whether a respondent to the RFP or not. The lowest bid will not necessarily be selected. Artscape reserves the right to modify or alter the item selection and/or scope of work during contract negotiation and after award of contract.

Artscape shall not be responsible for the payment of any fees whatsoever to any recipient of this RFP and assumes no indemnity and/or guarantees with respect to this RFP until a formal written agreement has been established.

Artscape shall not be obligated to disclose any information regarding bid selection process and or report details of the successful proponents' submission(s).

9. REGULATIONS

Proponents should only provide solutions that conform to the required regulatory frameworks as established federally, provincially, or municipally, which govern the purchase, delivery, installation and assembly of furniture.



10. APPROVED SUBCONTRACTORS

All supporting firms and/or subcontractors must be declared at the time of proposal submission. Artscape reserves the right to withdraw its purchase order at any time, should the selected bidder later engage a subcontractor that does not meet the approval of Artscape.

11. OWNERSHIP OF MATERIALS

Following the submission, any and all materials submitted as part of the proposal will remain the absolute and sole property of Artscape with the exception of any copyrighted materials which existed prior to submission.

12. LIMITATIONS

Any Respondent making a submission in response to this RFP does so fully accepting the following provisions:

- No representation or warranty expressed or implied, is made by Artscape or any of its agents, as to the accuracy or completeness of such information. Neither Artscape nor its agents will be responsible for, and hereby expressly disclaim, any and all liability for any errors, omissions or inaccuracies in connection therewith.
- In its response to this RFP, the Respondent must disclose to the Artscape, any potential conflict of interest that might compromise this process. If such a conflict of interest does exist, Artscape may, at its discretion, refuse to consider the response in question.
- The Respondent must also disclose whether it is aware if any Artscape employee or member of the Board of Directors has a financial interest in the Respondent and the nature of that interest. If such an interest exists or arises at any point leading to the selection of the successful Proponent, Artscape may, at its discretion, refuse to consider the response, or proceed with the Respondent any further in this process unless and until the matter is resolved to Artscape's sole satisfaction.
- All information provided by or obtained at any time from Artscape or its agents in any form in connection with this RFP that is not publicly available:
 - i. must be treated in a highly confidential manner;
 - ii. is not to be used for any other purpose other than responding to this RFP;
 - iii. must not be disclosed to any other person without the prior written authorization of Artscape; and
 - iv. shall be returned to Artscape immediately upon the request of Artscape.
- No legal obligations will arise hereunder in any circumstances. Artscape reserves the right to amend the scope of this RFP, and to carry out discussions with one or more prospective proponents at any time, or from time to time, for the purpose of attempting to finalize an



acceptable agreement, at all times without recourse against Artscape and its agents, should no such agreement be concluded.

- Artscape may proceed as it determines in its sole discretion, including to discontinue or invalidate this RFP and including to re-issue or proceed with a further RFP and Artscape will not be responsible for any losses or costs incurred by any Respondent as a result thereof.
- Artscape has the right not to respond to any report or request made by a Respondent and not to distribute copies of any reports or requests received from a Respondent and responses thereto, to the other Respondents. Where Artscape, in its discretion, considers that such report or request necessitates a change to this RFP, Artscape will prepare and issue an appropriate addendum to this RFP.
- Artscape reserves the right to terminate this RFP at any time for any reason.

On behalf of the ARTSCAPE, we thank you for participating in the Request for Proposal submission.