

**REQUEST FOR PROPOSAL – CTT - DIGITAL PROJECTION, LYRIC THEATRE**

Attached is the request for proposal document for a **Digital Projection System** at the Toronto Centre for the Arts, in the **Lyric Theatre**.

Please review the document and submit your proposal to the address noted below by **1:00pm (local time) on WEDNESDAY AUGUST 30, 2017.**

Proposals will not be considered unless:

1. Received by the date and time specified above; and
2. Received at the address specified below; and
3. Contain the original signed SUBMISSION FORM.

The envelope used to submit your proposal must be clearly marked as follows:

**COMPANY NAME:** \_\_\_\_\_

**RFP NO.**                    **CTT – DIGITAL PROJECTION, LYRIC THEATRE**

**CLOSING DATE:**    **1:00pm - Wednesday, August 30<sup>th</sup>, 2017**

**DELIVER TO:**            **Alec Harmer  
Production Manager  
Civic Theatres Toronto  
1 Front Street East  
Toronto, Ontario M5E 1B2**

If further information is required regarding the Request for Proposal contact Alec Harmer, [alec.harmer@tocentre.com](mailto:alec.harmer@tocentre.com) or 416.733.9388

**NOTE:** Only the names of firms submitting proposals will be read aloud at the public opening of RFPs. Submission by facsimile machine is not acceptable.

**PROPOSAL SUBMISSION FORM**

**REQUEST FOR PROPOSAL NO. CTT – DIGITAL PROJECTION, LYRIC THEATRE**

SUPPLY OF ALL REQUIRED QUALIFIED LABOUR AND EQUIPMENT REQUIRED FOR INSTALLATION AND SET UP OF DIGITAL PROJECTION EQUIPMENT FOR USE IN THE LYRIC THEATRE AT THE TORONTO CENTRE FOR THE ARTS

**CLOSING: 1:00pm (Local Time), Wednesday, August 30<sup>th</sup>, 2017**

I/WE HEREBY SUBMIT MY/OUR **PROPOSAL FOR THE PROVISION OF THE GOODS AND/OR SERVICES AS DESCRIBED WITHIN THE REQUEST FOR PROPOSAL DOCUMENT FOR THE ABOVE NAMED PROJECT.**

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE REQUIREMENTS AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED TO PROVIDE THOSE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE PROPOSAL DOCUMENT AND OUR SUBMISSION.

**PRICE BREAKDOWN**

**(INCLUDING ALL APPLICABLE TAXES IN LEGAL CURRENCY OF CANADA)**

..... \$ \_\_\_\_\_

**STATE TERMS FOR PROMPT PAYMENT IF OTHER THAN NET 30 DAYS:**

\_\_\_\_\_

ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

**SUBMITTED BY:** \_\_\_\_\_  
**(PROPONENT'S FULL LEGAL NAME)**

ADDRESS: \_\_\_\_\_ TELEPHONE # \_\_\_\_\_

\_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNING OFFICER:**

\_\_\_\_\_  
**PRINTED NAME OF SIGNING OFFICER**

\_\_\_\_\_  
**TITLE**

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL.**

**FOR YOUR CONVENIENCE YOU MAY AFFIX THIS ADDRESS LABEL TO THE ENVELOPE CONTAINING YOUR SUBMISSION.**

.....**CUT HERE**.....

**FIRM NAME:** \_\_\_\_\_

**REQUEST FOR PROPOSAL NO: CTT – DIGITAL PROJECTION, LYRIC THEATRE  
SUPPLY OF ALL REQUIRED QUALIFIED LABOUR AND EQUIPMENT REQUIRED  
FOR INSTALLATION AND SET UP OF DIGITAL PROJECTION EQUIPMENT FOR  
USE IN THE LYRIC THEATRE AT THE TORONTO CENTRE FOR THE ARTS**

**CLOSING: 1:00pm, WEDNESDAY, AUGUST 30<sup>th</sup>, 2017**

**TO: ALEC HARMER  
PRODUCTION MANAGER  
CIVIC THEATRES TORONTO  
1 FRONT STREET EAST  
TORONTO, ONTARIO M5E 1B2**

.....**CUT HERE**.....

**NOTE:  
SHOULD YOU DECIDE TO USE YOUR OWN RETURN ENVELOPE IN LIEU OF  
THE LABEL PROVIDED ABOVE, THE FRONT OF YOUR ENVELOPE MUST  
INDICATE ALL OF THE INFORMATION SHOWN ON THE ABOVE LABEL.**

**CIVIC THEATRES TORONTO MANAGEMENT CANNOT BE HELD  
RESPONSIBLE FOR DOCUMENTS SUBMITTED IN ENVELOPES THAT ARE NOT  
LABELLED IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS.**

**IF YOU HAVE ANY QUESTIONS FEEL FREE TO CONTACT ALEC HARMER IN  
THE MANNER REFERED TO ON THE REQUEST FOR PROPOSAL DOCUMENT.**

**REQUEST FOR PROPOSAL**

**FOR**

**DIGITAL PROJECTION SYSTEM**

**FOR**

**CIVIC THEATRES TORONTO**

**IN THE**

**LYRIC THEATRE**

<b>Table of Contents</b>	<b>Page Number</b>
Front Page	1
Proposal Submission Form	2
Return Label	3
Title Page	4
Table of contents	5
1.0 Invitation	7
2.0 RFP Terminology	7
3.0 Client Overview	8
4.0 The Inspection Service Work Schedule	8
5.0 Scope of Work	8
6.0 Roles and Responsibilities	9
6.1 Civic Theatres Toronto	9
6.2 The Proponent	9
7.0 Proposal Requirements	9
8.0 Proponents Qualifications	10
9.0 Proponent's Fees / Hourly Rates	10
10.0 Schedule of Events	10
11.0 Evaluation / Selection Criteria and Process	11
11.1 Proposal Evaluation / Selection Criteria	11
11.2 Cost Criteria Score	12
11.3 Confidential Discussions / Interviews	12
11.4 Requests for Clarification and Negotiation	13
12.0 RFP Rules, Terms and Conditions	13
12.1 Proponents Responsibility	13
12.2 Confidentiality	13
12.3 Conflict of Interest Statement	14
12.4 Non Collusion	14
12.5 Submission Deadline	15
12.6 Disqualification of Proposals	15
12.7 The CTT's Right to Reject	15
12.8 No Adjustments to Proposals	15
12.9 Communication	15

12.10	Addendum	16
12.11	Period of Validity of Proposals and Agreement	16
12.12	No Assignment	16
12.13	Failure or Default of Proponent	16
12.14	Resource Commitments	17
12.15	Waiver of Rights in Proposal and Indemnity	17
12.16	Insurance	17
12.17	Indemnity	17
Appendix A	Proposal evaluation Form	18
Appendix B	Requested Minimum Requirements	19

## 1.0 INVITATION

Companies qualified to provide equipment and perform installation of Digital Cinema Projection Systems, are invited to submit quotations to perform the work described in this tender.

## 2.0 RFP Terminology

Throughout this RFP, terminology is used as follows:

- “Agreement”:  
a written contract between the **Civic Theatres Toronto** (CTT) and the successful Proponent(s) with respect to the services set out and negotiated. The Contract documents shall include this RFP, all addenda issued by CTT, the Proposal(s) of the Successful Proponent(s) and any negotiated modifications thereof.
- “City”:  
the City of Toronto
- “MFIPPA”  
the Municipal Freedom of Information and Protection of Privacy Act.
- “Preferred Proponent”:  
the Proponent whose Proposal provides the best value and meets CTT’s requirements as determined by CTT in its absolute discretion through the evaluation analysis and with whom an agreement will be considered.
- “Proponent”:  
the company / companies who have submitted a Proposal in response to this RFP.
- “Proposal”  
the entire tender document, including the RFP, Proposals, negotiated modifications, addenda
- “Quotation”  
term used in same manner as Proposal
- “RFP”  
the Request for Proposal document in its entirety, inclusive of any bulletins/addenda that may be issued by CTT.
- “Successful Proponent”:  
the Preferred Proponent with whom CTT intends to negotiate an awarded Agreement.
- “Work”:

all services and deliverables to be provided by a Proponent.

### **3.0 Client Overview**

#### **3.1 Civic Theatres Toronto**

The mandate of Civic Theatres Toronto is to provide quality performance and event facilities and to promote its contribution to the artistic, cultural and social vitality of Toronto and its communities. Civic Theatres Toronto has seven theatre spaces in three venues; The Sony Centre for the Performing Arts, The St Lawrence Centre for the Performing Arts, and the Toronto Centre for the Arts

#### **3.2 The Toronto Centre for the Arts**

The Toronto Centre for the Arts is a Zeidler Roberts Partnership designed complex, originally containing three theatres with interconnected lobbies, ancillary space in the Gallery Theatre and Piano Lounge for receptions or smaller events, V.I.P. suites, a large rehearsal hall and a recording studio.

#### **3.3 The Lyric Theatre**

In 2015 the Toronto Centre for the Arts undertook a major renovation that resulted in the creation of two new theatre spaces within the footprint the old Main Stage. Designed by Architect Diamond Schmidt The Lyric Theatre, a 574-seat theatre was constructed in the old Main Stage house, with the stage being constructed on top of the old Orchestra pit. Surrounding the house are acoustically transparent LED panels designed by Eventscape. Opened in 2016, the Lyric Theatre is now the second largest theatre space at the TCA

### **4.0 The Inspection Service Work Schedule**

The schedule for all work to be performed, in detail, shall be included with this tender as an attachment in the format your company normally uses to describe the work and regulations involved.

### **5.0 Scope of Work**

Based on the conditions of the Lyric Theatre, provide a digital projection system, including sound, of sufficiently high quality that it may be used for the screening of high end cinema/motion pictures/documentaries on an individual basis and in a festival setting, supply all necessary labour to install and commission the equipment. Provide training of TCA staff on the proper use and light maintenance of the equipment must also be provided. The equipment will be operated by theatre staff on an ongoing basis thereafter. Product and technical support will be an ongoing requirement.

The required work to be performed shall conform to all applicable Ministry of Labour and Occupational Health and Safety Act Regulations.



## **6.0 ROLES AND RESPONSIBILITIES**

### **6.1 Civic Theatres Toronto**

CTT will provide:

- Access to all areas of the complex where the work needs to be performed
- Details of upcoming events that may have an effect on the scheduling of work.
- Access for any inspections or repairs that may need to be performed after regular working hours.

### **6.2 The Proponent**

The Proponent will provide:

- All the staff required to carry out work as per specification requirements.
- All appropriate equipment/tools for the installation of a digital projection system.
- Recommendations as to any additional tasks that may be required to be addressed.
- Qualified staff as per all applicable regulations.

## **7.0 PROPOSAL REQUIREMENTS**

Each proposal shall include the following:

- A brief history of the Proponent including details of experience in providing services similar in nature to that of a CTT facility.
- A representative list of clients for whom the proponent has performed services of a similar nature within the last five years. Two must be identified as references with contact name and telephone number.
- A detailed description of how the specified scope of work and the scheduling would affect the CTT and specifically TCA operations.
- Identification of key personnel and all sub-contracted services, if any, that will be involved in these services, the extent of their involvement, their qualifications and experience.
- Costing of services including but not limited to equipment and labour for installation.

In addition, proponents may submit an alternative Proposal that may have merit with respect to satisfying CTT's goals and requirements under this RFP. If alternative proposals are offered, please submit the information in the same format as required by this RFP as a separate proposal. Clearly identify the submission as an alternative proposal and fully explain and qualify the benefits and impacts of the alternative proposal(s). Alternative proposals that CTT deems appropriate as a digital projection system in the Lyric Theatre will be evaluated in accordance with the Proposal Evaluation / Selection Criteria and Process identified in Appendix A. Please note that CTT may elect to accept all or part of the alternative proposal.

## 8.0 PROPONENTS QUALIFICATIONS

The standard City of Toronto documents must have been reviewed and copies of all applicable documents such as WSIB clearance certificate, proof of liability insurance etc. forwarded to CTT.

The City of Toronto Strategic & Corporate Policy's Declaration of a Non-Discrimination Policy must be signed and included with the tender submission. For more information please refer to: [https://www1.toronto.ca/City%20Of%20Toronto/wp/business-economy/doing-business-with-the-city/links/non\\_discrimination.pdf](https://www1.toronto.ca/City%20Of%20Toronto/wp/business-economy/doing-business-with-the-city/links/non_discrimination.pdf)

All companies involved in each tender must be aware of the terms of the City of Toronto Conflict of Interest Policy and how they affect their respective business activities with the City of Toronto and CTT employees. For more information please refer to the following Link: <https://www1.toronto.ca/wps/portal/contentonly?vgnextoid=53cffbb8dc5e1410VgnVCM10000071d60f89RCRD&vgnextchannel=f6585f2e940f1410VgnVCM10000071d60f89RCRD>

Copies of City documents are attached.

## 9.0 PROPONENT'S FEES / HOURLY RATES

- Rental/replacement fees in the event of equipment failure, malfunction or repair
- Emergency service call rates. (Either the proponent or a suitable outside/sub contractor)
- Transportation fees / truck charges etc.

## 10.0 SCHEDULE OF EVENTS

The following schedule of events will apply to the selection process. The selection process may involve interviews for proponents who score 75 or above, or who finish amongst the top three proponents, as a result of the evaluation of proposals.

<b>Event:</b>	<b>Date:</b>
Release of RFP	August 17, 2017
Walk-through site inspection (not mandatory)	August 23, 2017 - 2:00pm
Deadline for questions	August 25, 2017 - 4:00pm
Response to questions	August 28, 2017 - 4:00pm
Deadline for submission of proposal	August 30, 2017 - 1:00pm
Evaluation of written proposals	August 30, 2017
Interviews with shortlisted candidates (if required)	August 31, 2017
Selection of preferred proponent	September 1, 2017

This schedule is subject to change and appropriate notice in writing of any changes will be provided where feasible.

## 11.0 EVALUATION / SELECTION CRITERIA AND PROCESS

### 11.1 Proposal Evaluation / Selection Criteria

Quotations and proposals will be assessed on the basis of information provided by the Proponent at the time of submission and shall take into account subsequent interviews with the Proponent as may be required.

The evaluation of Quotations will be conducted by an evaluation team. In selecting a Proponent with whom to negotiate an Agreement, CTT will not use any single criterion. Among the criteria, however, will be the following:

- a. RFP Compliance
  - A high level of compliance with the RFP requirements and provisions.
  - Demonstrated understanding of the scope of work and the RFP goals and requirements.
- b. Experience
  - Validated previous experience with projects similar in size, scope, and complexity to CTT's
  - Qualifications and successes demonstrated, including the ability to provide dependable, reliable, timely and accurate service and deliveries.
- c. Capability
  - Technical skills and quantity of trained staff
  - Ongoing product support, post installation
- d. Cost
  - Total cost of services including breakdown by items

CTT shall review, analyze and rate the quotations / proposals in accordance with the Quotation Evaluation Form attached to this RFP (Appendix "A") to determine which Proponents are most responsible and responsive to CTT's requirements. Neither the lowest price Quotation, nor any proposal (in whole or in part) shall necessarily be accepted.

Quotation evaluation results are the property of CTT. CTT intends not to disclose evaluation results, under any circumstances, either before, during, or after the RFP process. An award of an Agreement, if any, shall be based on the evaluation results. By responding to this RFP, Proponents agree to accept the recommendations of the Evaluation team as final and binding.

The proponent(s) who's Proposal(s), in the absolute discretion of CTT, best meets the requirements of CTT, will be designated as the preferred Proponent(s). No

obligation arises, however, until a mutually agreeable Agreement, based on the accepted Proposal, is negotiated and executed. The relevant terms/text/content of this RFP, RFP addenda, and Preferred Proponent's Proposal, will be incorporated into a written Agreement, subject to negotiation and award of this Agreement(s), by Civic Theatres Toronto Board of Directors or its designates.

## **11.2 Cost Criteria Score**

Scores for the cost criteria will be calculated as follows:

1. The lowest cost Quotation receives 25 points; and
2. The remaining Quotations are assigned points based on the following formula:

(Lowest priced Quotation divided by price of next Proposal) x 25

The foregoing formula will be used in part for the purpose of awarding Contracts in whole or by part at the discretion of CTT.

## **11.3 Confidential Discussions / Interviews**

CTT reserves the right to incorporate confidential discussions / interviews (the "interview") into the Proposal evaluation process at the short list stage for the purpose of this agreement. CTT, at its sole discretion, may interview short listed Proponents (Proponents must have scored the minimum of seventy-five per cent (75%) or be amongst the top three scoring proponents to advance to the short list for interviews).

The interview will serve as the mechanism for further evaluation at an in-depth and more detailed level of the Proposals of short-listed Proponents to establish the finalist(s) for Preferred Proponent status. The further detailed evaluation will take into account, without limitations, discussions, presentations and/or clarifications with / by short-listed Proponents and analyses by CTT, which CTT deems necessary to complete its assessment of the short-listed proposed solutions.

Short-listed Proponents must be prepared to answer questions on their Proposals and shall cooperate with CTT with respect to interview schedule and requirements, if any.

CTT reserves the right to limit interviews to any number of the top scoring Proponents as determined by CTT for each part regardless of the number of Proponents who qualify for the short list for each part and the score point spread thereof.

## **11.4 Requests for Clarification and Negotiation**

After the receipt of Proposals and at any time prior to execution of Agreements, CTT may request clarification of Proposals and conduct negotiations with Proponents.

CTT may request clarification to ascertain a Proponent's understanding of, and level of responsiveness to, the requirements of the installation and any subsequent service work, technical and product support, and the RFP for the purpose of the evaluation process and for negotiation objectives.

Negotiations may entail discussion with Proponents and revision of Quotations / Proposals by Proponents pursuant to such discussions, for the purpose of finalizing best offers. CTT, at its discretion, may adjust the evaluation score or ranking of a Proposal as an outcome of any such discussions. Agreements may include alterations of Proposals consistent with the discussions results.

CTT reserves the right, at any time, to modify the requirements of the service work where circumstances so require.

## **12.0 RFP RULES, TERMS AND CONDITIONS**

### **12.1 Proponent's Responsibility**

It is the Proponent's responsibility to become familiar with and comply with City purchasing policies respecting non-discrimination and fair wages, the Employment Standards Act of Ontario and MFIPPA. These are attached to this RFP.

### **12.2 Confidentiality**

Confidentiality of information relating to this work must be maintained at all times.

All correspondence, documentation and information provided by CTT Staff to any Proponent in connection with, or arising out of this RFP or the acceptance of any Proposal:

- (A)** Remains the property of CTT;
- (B)** Must be treated as confidential;
- (C)** Must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

All correspondence, documentation and information provided to CTT Staff by any Proponent in connection with, or arising out of this RFP and the submission of any Proposal will become the property of CTT, and as such subject to MFIPPA, and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public on request.

Due to the MFIPPA, Proponents are advised to identify in their Proposal material, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Any information in the Proposal material, which is not specifically identified as confidential, will be treated as public information.

All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purpose of evaluating the Proponent's submission to this RFP.

### **12.3 Conflict of interest Statement**

In its Proposal, the Proponent must disclose to CTT any potential conflict of interest that might compromise the performance or undertaking of the installation of the Digital Projection System and any subsequent service work, technical support or product support. If such a conflict of interest does exist, CTT may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any CTT or City employee, Council member, or member of a City Agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, CTT may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

### **12.4 Non Collusion**

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If CTT discovers there has been a breach of this requirement at any time, CTT reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

### **12.5 Submission Deadline**

**Six (6) copies** of the Proposal in a sealed envelope displaying the return address supplied with this RFP must be submitted. One copy of the Proposal is to be marked "Original" and must contain the original signed **SUBMISSION FORM**. Deliver the completed package prior to **1:00pm, Wednesday August 30, 2017** to:

**ALEC HARMER  
PRODUCTION MANAGER  
CIVIC THEATRES TORONTO  
1 FRONT STREET EAST  
TORONTO, ONTARIO M5E 1B2**

#### **Proposals will not be considered unless:**

- a) Received by the date and time specified above; and
- b) Received at the address specified above; and
- c) Contain the original signed SUBMISSION FORM

Faxed Proposals will not be accepted. Proposals will be opened immediately once the submission deadline has passed. Only the names of Proponents submitting Proposals will be read out. The Proposals will be referred to an evaluation team for evaluation.

## **12.6 Disqualification of Proposals**

Proposals which are incomplete or received after the Proposal Submission Deadline, as recorded by the CTT on the date, time and place outlined above, will not be considered. Proponents are solely responsible for ensuring that Proposals are delivered as required. Delays caused by any delivery service, including Canada Post, will not be grounds for an extension of the Proposal Submission Deadline. Faxed or electronic transmissions or other forms of unsealed proposals will not be considered.

## **12.7 CTT's Right to Reject**

CTT, at its discretion may: select any one Proposal; select part of one or a combination of more than one Proposal; or reject any or all Proposals. CTT is not obligated to select the Proposal with the lowest price. CTT reserves the right to negotiate with any or all Proponents. Subject to other provisions of the RFP, the criteria specified are the sole criteria that will be used for the evaluation of Proposals.

## **12.8 No Adjustments to Proposals**

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to the closing date and time (see Section 12.5) by notifying CTT in writing. Proponents who have withdrawn a proposal may submit a new Proposal, which must be received by CTT under the same terms outlined in Section 12.5. After the closing date and time the Proposal is binding on the Proponent. If CTT requires clarification of a Proponent's Proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponents Proposal.

## **12.9 Communication**

The Proponent is requested to identify one senior individual by name, address and telephone number who will act as the Proponent's primary contact with CTT with regard to the RFP and the Agreement.

It is the responsibility of the Proponent to understand all aspects of the RFP and to obtain clarification if necessary before submitting their proposal.

For information concerning the service program related portion of this RFP, please direct inquiries to:

ALEC HARMER  
PRODUCTION MANAGER  
CIVIC THEATRES TORONTO  
1 FRONT STREET EAST  
TORONTO, ONTARIO M5E 1B2  
Phone: (416) 733-9388  
E-mail: [alec.harmer@tocentre.com](mailto:alec.harmer@tocentre.com)

## **12.10 Addendum**

An addendum, should one be necessary, will be issued to all companies that were issued the Request for Proposal. Only answers to issues of substance will be sent out to all bidders.

CTT reserves the right to revise this RFP up to the Proposal Submission Date. Any and all revisions shall be included in Addenda to the RFP. When an Addendum is issued the date for submitting Proposals may be changed by CTT if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The Addendum shall state any changes to the Proposal Submission Date. All Proponents must acknowledge receipt of RFP documents and all Addenda in their proposal.

## **12.11 Period of Validity of Proposals and Agreement**

Subject to Section 12.7 above, Proposals submitted shall be irrevocable and binding on Proponents from the date of the Proposal submission to the date the successful Proposal is selected, and the successful Proponent executes an Agreement with CTT.

The successful Proponent will be required to enter into a negotiated Agreement satisfactory to CTT.

## **12.12 No Assignment**

The successful Proponent shall not assign any part of the project which may be awarded to it under the Agreement without the prior written consent of CTT, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the successful Proponent of its liabilities and obligations under this RFP and the Agreement.

## **12.13 Failure or Default of Proponent**

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, CTT may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP's issued by CTT. In addition, CTT may at its option either:

- (a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of CTT shall be null and void; or
- (b) Require the Proponent to pay CTT the difference between its Proposal and any other proposal which CTT accepts, if the latter is for a greater amount; and, in addition, require the Proponent to pay CTT any cost which CTT may incur by reason of the Proponent's failure of default, and further the Proponent will indemnify and save harmless CTT, the City, its Officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.



#### **12.14 Resource Commitments**

The proponent must make available appropriately skilled and licensed workers and subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project. These resources must be available on a dedicated basis, as required, to carry out the project with due care, skill and efficiency.

#### **12.15 Waiver of Rights in Proposal and Indemnity**

Each Proponent acknowledges and agrees that CTT is likely to receive, and be required to deal with, several Proposals, all of which may contain or disclose information considered by their Proponents to be of special, unique, secret or proprietary nature, and that such information and the manner in which CTT may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act or the common law relating to unfair competition. CTT cannot accept any Proposal that is subject to a reservation by the Proponent of any such rights, and each Proponent, by virtue filing a Proposal pursuant to this RFP, expressly waives any and all protection to which the Proponent might otherwise be entitled in respect of that Proposal under all of the foregoing laws and expressly releases CTT and the City, its staff and consultants, if any, as well as the successful Proponent(s) from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to CTT in that Proposal.

Each Proponent shall indemnify and save harmless CTT, the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by CTT brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or industrial design or the use or misuse in connection with their proposal.

#### **12.16 Insurance**

CTT will require insurance from the successful Proponent, including liability and professional liability coverage at minimum amounts of \$5,000,000, and with terms as discussed during Agreement negotiation.

#### **12.17 Indemnity**

The successful Proponent will be required to indemnify CTT for any loss, costs, claims or damages arising from the award of the Agreement.

**PROPOSAL EVALUATION FORM**

Appendix A

EVALUATION CRITERIA	AVAILABLE POINTS TO BE AWARDED	PROPONENT'S POINTS
<b>1. PROPOSAL ATTRIBUTES AND CONTENTS</b>		
<u>RFP Compliance</u> - level of compliance with the requirements and provisions of this RFP - economic and/or environmental advantages with proposal	25	
<u>Experience</u> - Validated previous experience with project similar in size, scope and complexity to the Lyric Theatre - Qualifications and successes	25	
<u>Capability</u> - Staff training - Technical capacity - Ongoing post installation support and service	25	
<u>Cost</u> - Total cost of proposal, including breakdown by items (as indicated in section 11.1)	25	
TOTAL	100	

## APPENDIX B – REQUESTED MINIMUM REQUIREMENTS

- Minimum Projector Specs:
  - ~22,000 lumen Brightness
  - >2,100:1 contrast ratio
  - Resolution: 4096 x 2160
  - 60/120 fps support
  - 3D content capable
  - Ability to display alternative content
  - Professional grade brands such as: Christie Digital, Barco, Panasonic or other comparable brand
- Idea of ‘Future-proofing’
- High operational reliance on Automation – reducing operational labour as much as possible
- Surround Speakers installed as discretely as possible to maintain the aesthetic of the room
- Ability to use the Up-stage Cyclorama curtain for full stage projections as well
- Please include Optional Pricing on a second identical Projector / Lens