APPENDIX D: Form F1 – Submission Form

WATERFRONToronto

RFP: 2027 Floating Public Art Harbour Square Park Basin Project

1. Artist/Artist Team Information

I/We hereby provide the following information with respect to my/our Submission:

Please fill out the following form, naming one person to be the Artist Team's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Artist:	
Any Other Relevant Name under which Artist Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Fax Number:	
Artist Website (if any) or Social Media Handle:	
Artist Contact Email:	
WSIB Account Number (if applicable):	

2. Acknowledgment of Non-binding Procurement Process

The Artist acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between Waterfront Toronto and the Artist unless and until Waterfront Toronto and the Artist execute a written agreement for the Services and Deliverables.

3. Ability to Provide Services and Deliverables

The Artist has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Services and Deliverables required. The Artist represents and warrants its ability to provide the Services and Deliverables in accordance with the requirements of the RFP within the indicated budget of $100,000 + HST.

4. **Addenda**

The Artist acknowledges receipt of, and hereby confirms to have read and taken into account all addenda issued by Waterfront Toronto. All addenda issued by Waterfront Toronto are incorporated into and form part of the Request for Proposals.

5. **No Prohibited Conduct**

The Artist declares that it has not engaged in any conduct prohibited by this RFP.

6. **Collusion**

We confirm that our Submission is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Submission for the same work and is in all respects fair and without collusion or fraud.

7. **Confidentiality**

We acknowledge and agree that all material, data, information or any item whether it is in electronic or hard copy format supplied by or obtained from Waterfront Toronto, and that is not otherwise publicly available:

a. shall remain the sole property of Waterfront Toronto and we shall treat it as confidential;
b. shall not be used for any purpose other than preparing a Submission in response to this procurement;
c. shall not be disclosed to any person who is not involved in the preparation of our Submission, without Waterfront Toronto's written approval;
d. shall be returned by us within 10 days if requested by Waterfront Toronto.

Waterfront Toronto will provide our Submission to any person involved in the review and evaluation of Submissions on behalf of Waterfront Toronto, and such persons may a) copy it, and b) retain it. Waterfront Toronto will disclose any information with respect to us and our Submission and the procurement process as required by law.

8. **Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

a. in relation to the RFP process, the Artist has, or appears to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
    i. having, or having access to, confidential information of Waterfront Toronto in the preparation of its proposal that is not available to other Artists,
    ii. having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
    iii. receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
    iv. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or
    v. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

b. in relation to the performance of its contractual obligations under a contract for the Services and Deliverables, the Proponent's other commitments, relationships or financial interests

i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) above, Artist should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who:

a. participated in the preparation of the proposal; **AND**
b. were employees of Waterfront Toronto within twelve (12) months prior to the Submission Deadline.

The Artist must disclose details of any actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the performance of the contractual obligations contemplated in the RFP:

10. **Disclosure of Information**

The Artist hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Artist hereby consents to the disclosure, on a confidential basis, of this proposal by Waterfront Toronto to the advisers retained by Waterfront Toronto to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

11. **Authority**

I/We have authority to bind the Artist.

Signature of Artist Representative

Name of Artist Representative

Title of Artist Representative

Date