THE CORPORATION OF THE CITY OF STRATFORD
SESQUICENTENNIAL COMMITTEE

REQUEST FOR PROPOSAL:  RFP16 - 13

Public Art Project for Stratford’s Market Square Celebrating Canada’s 150th Birthday

CLOSING DATE:  2:00:00 p.m., Wednesday, September 28, 2016
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1. BACKGROUND

1.1. The City of Stratford

Founded in 1832, Stratford is located in the center of southwestern Ontario, surrounded by farmland. From its earliest days it was a lively market town serving the surrounding areas, later becoming known for making quality furniture and as the home of the Grand Trunk Railway's Locomotive Repair Shops. With the decline of steam engines, Stratford was reborn in 1953 as a major international theatre destination, which it remains today. Stratford continues to evolve with the times, actively engaging with emerging technologies as an Intelligent City and home of the University of Waterloo's Digital Media Campus. It continues to be a thriving town with a combination of farming, manufacturing, hospitality, tourism, arts & culture.

1.2. Market Square

Market Square is a unique feature in the heart of the City of Stratford. Located in the center of Stratford's Downtown Heritage District, behind City Hall, the space was originally a lively market and is surrounded on all sides by heritage main street façades. Over the next year, Market Square will change from its current use as a parking lot and bus terminal into a dynamic public space that will be revitalized in a way that acknowledges and celebrates the site's cultural heritage while promoting tourism and local businesses.

In 2015, the City of Stratford retained AtFocus Consulting to facilitate a community consultation process (involving stakeholder interviews, workshops, focus groups, and a public survey). Feedback from this public consultation process has resulted in a vision for Market Square which will be designed and implemented by GSP Group. GSP Group's conceptual design can be viewed on the City of Stratford's website as follows:

Proposal:  

The revised design is appended to this RFP as Appendix A and B.

The opening of the revitalized Market Square is scheduled for Canada's 150th birthday on July 1, 2017.
2. PURPOSE

The City of Stratford and the Stratford Sesquicentennial Committee invite proposals from qualified artists to create a public art project that will be incorporated into the design of the redeveloped Market Square. The public art project design may incorporate digital media at the discretion of the artist.

3. OBJECTIVE

3.1. The City of Stratford is seeking an artist and/or designer to design, develop and install a public art project as an integral part of the redevelopment of Market Square. This project will be designed and installed in full consultation with the City of Stratford and GSP Group.

3.2. The artwork must be completed and installed in time for Canada Day celebrations on July 1, 2017. The timeline is contingent upon the City's project schedule and may change without notice.

3.3. This public art project will celebrate Canada's 150th Birthday, as well as Stratford's unique history.

3.4. It should achieve the following:

- Celebrate Canada's 150th birthday and Stratford's unique past, present and future;
- Compliments the heritage of the site and the Heritage Conservation District;
- Be appropriate to the site and context;
- Be a distinctive, dynamic and captivating design;
- Engage the community;
- Meet public safety and accessibility requirements;
- Be durable and functional in all seasons and weather conditions;
- Incorporates digital media elements where possible at the discretion of the artist.

3.5 The public art project must be adaptable and fit within the Council-approved project design by GSP Group.

4. PROJECT SCOPE

The successful proponent will work in consultation with City Staff and GSP to design, develop, and install a public art project in Market Square. The public art project will be located on the periphery of the space, the locations for which are appended to this RFP – Appendix C.
The successful proponent will be expected to work in consultation with City Staff and GSP to ensure that the scale and location of the art project are appropriate for the functionality and accessibility of the space. The total budget for this project is not to exceed $40,000.

5. DELIVERABLES

The successful proponent will be responsible for the following project deliverables:

- Artistic design;
- The development and construction of the public art piece, including providing the materials required for the creation of the project;
- Providing an engineered structural foundation and obtaining any permits, if required;
- The installation of the public art project;
- Working with GSP and City Staff to ensure that the public art installation can be adapted to fit within the design in accordance with the Vision and Guiding Principles for the space.\(^1\)

Note that all deliverables noted above must be included in the total project budget of $40,000.

6. PROJECT SCHEDULE

The following is a tentative schedule to assist Bidders:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>31 August 2016</td>
</tr>
<tr>
<td>Deadline for Questions/Enquiries, in writing</td>
<td>13 September 2016</td>
</tr>
<tr>
<td>Response to Questions/Enquiries</td>
<td>16 September 2016</td>
</tr>
<tr>
<td>Closing of Proposal</td>
<td>28 September 2016</td>
</tr>
<tr>
<td>Evaluation of Proposal Submissions</td>
<td>29 September - 7 October 2016</td>
</tr>
<tr>
<td>Short Listed Presentations (if required)</td>
<td>10-14 October 2016</td>
</tr>
<tr>
<td>Recommendation to Sesquicentennial Committee</td>
<td>19 October 2016</td>
</tr>
<tr>
<td>Recommendation</td>
<td>8 November 2016</td>
</tr>
<tr>
<td>Award of Contract – Council</td>
<td>14 November 2016</td>
</tr>
<tr>
<td>Installation Date</td>
<td>June 2017</td>
</tr>
</tbody>
</table>

\(^1\) The Market Square Vision and Guiding Principles are available for review here: https://www.stratfordcanada.ca/en/insidecityhall/resources/MarketSquare/AtFocus_Market_Square_Council_Meeting_July_27_FINAL.pdf
Although every attempt will be made to meet all dates, the Corporation reserves the right to modify any or all dates at its sole discretion.

7. **SUBMISSION INSTRUCTIONS**

7.1. **General**
Submission of a proposal indicates acceptance by the bidders of all the terms, conditions, and specifications contained in the Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between the City and the Bidder. Deviations from the RFP must be clearly identified in the written submission.

This Request for Proposal document, the bidder’s response to this solicitation and subsequent written contract to the successful bidder shall form the basis of the binding contract to be executed between the parties. Bidders shall enclose in their submission, a form of written contract that they expect to be bound by in performing the work and services called for in this RFP, and which will be reviewed and finalized by both parties.

Bidders are required to submit **seven (7) printed copies** (six (6) bound and one (1) original signed unbound) and **one (1) camera-ready digital copy** of their response to RFP16-13 in separate sealed envelopes, clearly identified.

7.2. **Closing date and time**

Bidders are to submit their proposals to:

```plaintext
City of Stratford, City Hall,
ATT: Purchasing Department
BID#: RFP16-13,
P. O. Box 818,
1 Wellington Street,
Stratford, Ontario,
N5A 6W1
```

Proposals will be received up to: **2:00:00 p.m., Local Time, Wednesday September 28, 2016.**

The Corporation is not responsible for submissions which are not properly marked and/or delivered to any other location, than that specified.

7.3. **Electronics Submissions**
Electronically transmitted submissions (e-mail, fax, etc.) will not be accepted for this proposal.
7.4. **Late Submission**  
Proposals received by the Purchasing Department later than the specified closing time will be returned, unopened, to the bidder.

7.5. **Opening of Submission**  
A public opening at the same location will be held at 2:15:00 p.m., Local Time, Wednesday, September 28, 2016. Only the names of the bidders who submitted a proposal will be announced.

7.6. **Questions/ Clarifications**  
Enquiries regarding the process or format of the response must be directed in writing, to **Stephanie Potter, Policy and Research Associate**. No enquiries are to be directed to any other employee or elected Officials. Directing enquiries to other than the Policy and Research Associate, may, in the City’s sole discretion, result in your submission being rejected.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by phone. Responses to clarification requests will be provided in the form of an addendum and posted on the website.

7.7. **Addendum**  
Any changes to the request for proposal, prior to the proposal closing will be issued as an addendum. If addenda are issued, their receipt must be acknowledged by the bidder in the appropriate section of the Bidder Declaration. The City will assume no responsibility for oral instruction or suggestions. Failure to acknowledge all addenda will result in your proposal being rejected.

No addendum(s) will be issued within 48 hours prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be posted on the City of Stratford website: Bid Opportunities. It is the Bidders sole responsibility to check the website for addendum(s) prior to submitting their bid. Any bid received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

7.8. **Bidder Expense**  
Any expenses incurred by the Bidder in the preparation of the proposal submission are entirely the responsibility of the bidder and will not be charged to the Corporation.

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2 spotter@stratfordcanada.ca  
7.9. **Examination of Request for Proposal Documents**
Each bidder must satisfy himself/herself by a personal study of the RFP documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices are to be in Canadian funds with all applicable taxes shown separately. Prices must show separately any disbursements and the bidder must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained: any additional works must be authorized in writing prior to commencement. Should the bidder require more information or clarification on any point, it must be obtained prior to the submission of the proposal.

7.10. **Acceptance or Rejection Rights Reserved by the City**
The proposal submission is to remain firm for acceptance for a period of ninety (90) days from date of closing.

7.10.1. The City reserves the right to accept or reject any or all proposals and/or to reissue the RFP in its original or revised form. The lowest cost proposal will not necessarily be accepted and the City reserves the right to determine in its own mind the bidder best suited to undertake this project. The City further reserves the right to cancel this RFP at any time, without any penalty or cost to the City.

7.10.2. The City is not liable for any costs incurred by interested parties in the preparation of their response to this request or selection of interviews. Furthermore, the City shall not be responsible for any liabilities, costs, express loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any response, or by reason of any delay in the acceptance of the response.

7.10.3. The City reserves the right to request interested parties to:
7.10.3.1. Address specific requirements not adequately covered in their initial submission
7.10.3.2. Clarify information in the response
7.10.3.3. In the event of any disagreement between the City and the bidder regarding the interpretation of the provisions of the RFP, the Policy and Research Associate or an individual acting in that capacity, shall make the final determination as to its interpretation.
7.10.3.4. Where the proposal documents do not state a definite delivery/work schedule and a submitted proposal is based on an
unreasonable delivery/work schedule, the proposal may be rejected.

7.10.3.5. The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract.

8. GENERAL TERMS AND CONDITIONS

8.1 Exclusion of Bidders in Litigation
   No bid will be accepted from any bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against The Corporation or against whom the Corporation has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

8.2 Harmonized Sales Tax
   All submissions shall indicate separately, Harmonized Sales Tax.

8.3 Workplace Safety & Insurance Board
   The successful bidder shall furnish a WSI B Clearance Certificate indicating their WSI B firm number, account number and that their account is in good standing. This certificate must be furnished prior to commencement of work, and shall provide additional certificates prior to the expiry date of the certificate on file during the term of the contract to ensure their WSI B account is good standing throughout the contract period.

   Should a contractor be an independent operator, a valid Independent Operator Number from the Workplace Safety and Insurance Board which includes personal coverage shall be provided.

8.4 Health and Safety Requirements
   All work performed under this Contract must be carried out in accordance with the terms and conditions of the OCCUPATIONAL HEALTH & SAFETY ACT, R.S.O., 1990, C.01, s.31 as amended.

8.5 Compliance With AODA Accessibility Standards:
   The Bidder shall comply with applicable Regulations of the Accessibility for Ontarians with Disabilities Act, 2005 (the AODA), with regard to the provision of its goods or services contemplated herein, specifically:

   • Ontario Regulation 429/07: Accessibility Standards for Customer Service,
   • Ontario Regulation 191/11: Integrated Accessibility Standards
The Bidder shall ensure that any employees, agents, volunteers, or others for whom it is at law responsible and who are involved in providing goods and services to the City of Stratford receive training as required by these regulations.

The Bidder acknowledges that pursuant to the AODA, the City of Stratford must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. Please review The City’s Accessibility Plan.

The Bidder further acknowledges that any documents it produces for the City of Stratford which may be posted to the City website or otherwise be published shall be prepared in accordance with City of Stratford Accessible Communications Reference Guide.

8.6 INSURANCE:
Before commencement of the work the Contractor must furnish to The Corporation of the City of Stratford, a Certificate of Insurance detailing such coverage as provided under the Commercial General Liability policy, Non Owned Automobile Liability policy and Standard Owners Automobile Liability policy, Coverage shall be effected by such Insurer(s) licensed in the Province of Ontario, Canada, and/or acceptable to The Corporation of the City of Stratford.

The Commercial General Liability shall be on an “Occurrence basis”. “Claims Made” and/or Comprehensive General Liability policies are not acceptable unless approved in writing by the Manager of Financial Services.

The policies will not be altered to the detriment of the City, cancelled or allowed to lapse without giving 30 days written notice to The Corporation of the City of Stratford and shall remain in force from Contract execution to the end of the Warranty period.

The Corporation of the City of Stratford must be included as Additional Insured with respect to the Commercial General Liability policy.

If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the Bidder acknowledges and agrees that

the City is fully entitled to treat any such Certificate as an original and that the Bidder will be responsible for the accuracy and validity of the information contained therein.

The Contractor shall indemnify and hold harmless the Corporation of the City of Stratford, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this contract.

**Mandatory Coverage:**

(i) **Commercial General Liability (IBC 2100 or its Equivalency)**

   Shall include the Owner, its employees and Consultants as Insureds. The Corporation of the City of Stratford and such other entities as directed shall be added as additional Insureds. Minimum acceptable limits are $2,000,000 per Occurrence.

   The Commercial General Liability policy must include “Blanket Contractual Liability” and “Cross Liability” endorsements.

   Maximum Property Damage/Bodily Injury Deductible $2,500 for which The Contractor assumes full responsibility.

(ii) **Non Owned Automobile Liability Policy**

   Minimum Limits of Liability $2,000,000 and coverage must be extended to include vehicles hired under Contract.

(iii) **Standard Owners Automobile Liability Policy**

   Minimum Limits of Liability $2,000,000

(iv) The Corporation of the City of Stratford may require coverage for other hazards as required on a project basis.

(v) The Corporation of the City of Stratford reserves the right to modify the insurance requirements as deemed suitable.

8.7 **Indemnification**

Bidders shall protect, defend and save the City harmless from suits or actions of every nature and description brought against it, for or on account, of any injuries or damages received or sustained by a party or parties, by or from any
of the acts of the bidder, and/or the agents, employees, successors, or assigns the bidder.

8.8 **Laws, Notices, Permits, Fees**

The successful bidder shall obtain the necessary permits, licenses and pay the required fees as they pertain to this assignment, which are in force at the date of the proposal closing.

The successful bidder shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the schedule of work.

The successful bidder shall comply with all municipal by-laws and provincial and federal legislation relating to the RFP and submission.

8.9 **Errors and/or Omissions**

The Corporation shall not be held liable for any errors and/or omissions in any part of this RFP. While the Corporation has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Corporation, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Bidders from their own opinions and conclusions with respect to the matters addressed in the RFP.

8.10 **Proposal Award Procedures**

Unless stated otherwise, the following procedures will apply;

The Corporation will notify the Successful Bidder of the award within ninety (90) calendar days of the proposal closing.

Notice of acceptance of proposal will be by telephone and by written notice.

Immediately after acceptance of the Proposal by the Corporation, the successful bidder shall provide the Corporation with the certificate of insurance and any other required documents within seven (7) calendar days of the date of notification of acceptance and award.

Please note: the City reserves the right to not award to any bidder upon completion of this request for proposal process.
8.11 **Ability and Experience of Bidder**

The Corporation of the City of Stratford will not award this contract to any bidder 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 will be considered non-compliant if reference checks or past experience is deemed unsatisfactory, in the opinion of the City of Stratford.

8.12 **Patent, Copyright, Or Other Proprietary Rights**

Bidders are reminded to clearly identify in their proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage. All proposal documents are the property of the City. The proposals will be considered confidential during the evaluation process but are subject to access requests under the *Municipal Freedom of Information and Protection of Privacy Act*. Extracts of proposals and the costs of their solutions may be used as part of a public document, Bidders must indicate in the proposal which parts of their proposal, if any, should not be routinely made public by the City. Notwithstanding the foregoing, Bidders acknowledge that The Corporation of the City of Stratford must comply with all provincial and federal privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* when responding to requests for access to records.

Complete proposal details are not to be identified as “confidential”.

The artwork produced for this public art project shall be owned by the City of Stratford. The artist may retain the copyright of the artwork but will grant the City of Stratford the following exclusive, irrevocable, royalty free, fully paid up, perpetual, rights:

a) Reproduction (including electronic images) for non-profit promotion and educational purposes;

b) The right to remove the artwork (or sections of the artwork) from the site for the following reasons: endangerment of public safety, damage requiring repair or maintenance, redevelopment or other City requirements.

8.13 **Payment**

The normal terms of payment for the Corporation will be net thirty (30) calendar days. Invoices for such services shall be forwarded to the City of Stratford, *Accounts Payable* for processing.

6  accounts payable@stratfordcanada.ca
Payment schedule to be articulated in the contract awarded to the successful bidder.

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

8.15 Assignment of Contract
The successful bidder 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 Corporation’s officials, which consent shall not be unreasonably withheld.

8.16 Extra Work
No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified is 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.

8.17 Cancellation
a) The Corporation 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 Bidder should neglect to execute the work properly, or fail to perform any provision of this Award, the Corporation, after three (3) business days written notice to the successful Bidder, 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 Bidder. Continued failure of the successful Bidder to execute the work properly shall result in a termination of Contract. The Corporation shall provide written notice of termination.

c) The Corporation may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar days written notice to the successful Bidder.

d) Either party may terminate the Contract by giving the other party sixty (60) calendar days written notice, giving reasons acceptable to the other. A period
of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among 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.

9. SCOPE OF WORK

9.1 Project Description
The City of Stratford's Sesquicentennial Committee is inviting conceptual design proposals from Canadian artists and/or designers for a public art installation to be incorporated into the redevelopment of Stratford's historic Market Square, behind Stratford City Hall, due for completion by July 1, 2017. The goal is to transform Market Square into a vibrant, unique and welcoming public space with an engaging public artwork that enlivens the space in a way that celebrates Canada's 150th birthday and responds to Stratford's unique history.

9.2 Original Work
All proposals submitted by applicants must be original artistic work and may not infringe upon the copyright of another artist. Unoriginal proposals will result in disqualification.

9.3 Development & Installation
The artist must be available for consultation and development of the project in collaboration with the City of Stratford and GSP Group.

10. SUBMISSION REQUIREMENTS

10.1 Each bidder must completely satisfy themselves as to the exact nature and existing conditions of the requirements and for the extent and quality of the work to be performed. Failure to do so will not relieve the successful bidder of their obligation to carry out the provisions of the contract.

10.2 If a proposal is a joint submission of two (2) or more Bidder firms, a single Proposal is to be coordinated and submitted by the lead firm with the required information. The lead firm shall act as the Bidder in all contractual obligations of any resulting award and agreement.

10.3 In the Proposal, evidence of the bidder’s qualifications, as required and itemized following, must be provided in the proposal.

   i) The bidder must be primarily engaged in providing services as outlined in this RFP;
ii) The bidder must have a comprehensive understanding in the areas of work listed in this RFP;

iii) The bidder shall have a proven record of having provided this service. The City of Stratford reserves the right to check all references furnished and consider the responses received in determining award of this contract;

iv) The bidder’s personnel and management to be utilized in this service shall be knowledgeable in their areas of expertise;

v) An all-inclusive price (excluding taxes which are to be itemized separately) for all services and tasks outlined in the Scope of Work.

vi) Bidders are required to submit seven (7) printed copies (six (6) bound and one (1) original signed unbound) and one (1) camera ready digital copy of their response to RFP16-13 in a sealed envelope, clearly identified.

The proposal shall include as a minimum, the following information presented in the order given:

- Contact information;
- Artist statement and curriculum vitae;
- Concept statement (description & drawings);
- Design parameters (detailed drawings that specify materials, size, etc.);
- Images of previous public artwork (to a maximum of 10 images, in high-resolution JPG format, together with image description list);
- Proposed budget (total cost not exceeding $40,000 CAD all-inclusive, including equipment);
- References (name, address, phone number and email for 2 references who have been directly involved with past public art projects).

10.4 This Request for Proposal document, the bidder’s response to this solicitation and subsequent written contract to the successful bidder shall form the basis of the binding contract to be executed between the parties. Bidders shall enclose in their submission, a form of written contract that they expect to be bound by in performing the work and services called for in this RFP, and which will be reviewed and finalized by both parties.
10.5 The selected bidder agrees not to release or in any way cause to release any confidential information of the City of Stratford unless authorized in writing by the City. Bidders may declare confidentiality in their proposals. However, the City of Stratford reserves the right to share with any consultant of their choosing the RFP and submitted proposals to secure expert opinion.

11. EVALUATION PROCESS AND CRITERIA

11.1. Selection Process

Proposals will be assessed on the basis of information provided by the Bidder at the time of submission as well as any additional information provided during subsequent meetings with the bidder, if required. The City reserves the right to waive irregularities and omissions if, in doing so, the best interest of the Corporation will be served.

11.2. Evaluation Team

Proposal submissions will be evaluated by an evaluation team comprised of Staff from the City of Stratford, the Sesquicentennial Committee, The University of Waterloo Stratford Campus, Gallery Stratford, Stratford Perth Museum, and GSP Group. The City shall not be obliged to disclose the evaluation scores of any individual member of the Evaluation Team, nor to justify any score awarded by that team or any member thereof. All evaluations carried out by the Evaluation Team shall be considered to be fair and accurate for all purposes and shall not be subject to review by any court or other tribunal.

BY RESPONDING TO THIS RFP, BIDDERS AGREE TO ACCEPT THE RECOMMENDATION OF THE EVALUATION TEAM AS TO THE SUCCESSFUL BIDDER AND ACKNOWLEDGE AND AGREE THAT CITY COUNCIL MAKES THE FINAL DECISION.

11.3. Evaluation Criteria

Proposals will be assessed against the following criteria. The Corporation reserves the right to shortlist firms for further evaluation and interviews which may alter the final evaluation results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

Proposals will be evaluated as follows:
<table>
<thead>
<tr>
<th>Category</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications and professional experience of the artists and/or designers</td>
<td>10</td>
</tr>
<tr>
<td>2. Appropriate and creative response to the site and context (celebrates 150th birthday and Stratford's unique past, present &amp; future)</td>
<td>25</td>
</tr>
<tr>
<td>3. Distinctive, dynamic and captivating design</td>
<td>10</td>
</tr>
<tr>
<td>4. Innovative design</td>
<td>10</td>
</tr>
<tr>
<td>5. Ability to engage the public in a safe and accessible way</td>
<td>15</td>
</tr>
<tr>
<td>6. Feasibility of construction with the parameters, timeline and budget</td>
<td>10</td>
</tr>
<tr>
<td>7. Four-season functionality and durability of the design</td>
<td>10</td>
</tr>
<tr>
<td>8. Fee for services/Project Price</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Available Points** 100

11.4. **Short Listing, if required**

Each short listed bidder may be invited to present its proposal to the Evaluation Team at The City, at the Bidder’s own expense. Each of these presentations will be divided into three (3) sections;

- In the first section, the Bidder will be given an open format to present its proposal.
- In the second section, the Bidder will be asked to respond to specific questions presented to it by The City.
- The third section will be an open question and answer format, where either the Bidder or The City may ask questions.

11.5. **Reservation of Rights**

The Corporation reserves the right to reject any or all proposals. The Corporation also reserves the right not to proceed with the project without stating reason thereof.

Selection of a proposal will be based on all the above criteria and any other relevant information provided by the Bidder(s). Final selection will be based upon the evaluation of the proposals unless it is deemed necessary to conduct interviews with one or more of the consultants. The consultant determined the best qualified to perform this project will be recommended to the City of Stratford Council for contract award.

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in
the formation of a contract. Nor shall it create any obligation on the Corporation to enter into further discussions.

The project will be awarded to the bidder who, in the sole judgment of the Corporation, provides the best overall value. The Corporation will not be obligated to select the lowest cost or any proposal.

The Corporation reserves the right to conduct reference checks on the Bidders, the results of which may affect the award decision.
12. CERTIFICATE OF INSURANCE
THE CORPORATION OF THE CITY OF STRATFORD
This is to certify that the Insured, named below, is insured as described below

CITY FILE NUMBER: RFP16-13

<table>
<thead>
<tr>
<th>NAME OF INSURED</th>
<th>TELEPHONE NUMBER</th>
<th>AREA CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>STRENGTH OF INSURED</td>
<td>STREET NAME</td>
<td>CITY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>INSURER’S NAME</th>
<th>POLICY NUMBER</th>
<th>EFFECTIVE DATE</th>
<th>EXPIRY DATE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>YR.</td>
<td>MO.</td>
<td>DAY</td>
</tr>
<tr>
<td>Commercial General Liability</td>
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<tr>
<td>Umbrella</td>
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<tr>
<td>Excess</td>
<td></td>
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</tr>
</tbody>
</table>

CLAIMS MADE POLICIES ARE NOT ACCEPTABLE

Commercial General Liability Occurrence Basis
Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile liability. Owner’s and Contractor’s Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause. The policy also includes:

- Tenant’s Legal Liability [ ] No or [ ] Yes (Limit) $ __________
- Liquor Liability [ ] No or [ ] Yes (Limit) $ __________
- XCU Endorsement (Excavation and Underground Work Contracts) [ ] No or [ ] Yes (Limit) $ __________
- Deductible $ __________

Professional Liability or Errors & Omissions Insurance $ __________

Environmental Liability or Contractors Pollution Liability $ __________

Motor Vehicle Liability $ __________

Environmental Liability Policy includes coverage for off-site operations [ ] Yes or [ ] No

THE CORPORATION OF THE CITY OF STRATFORD has been added as an additional insured but only with respects to their interest in the operation of the Named Insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned, an Insurer licensed in the Province of Ontario, Canada, to the insured named above at force in this time.

If cancelled or changed in any manner that would affect The Corporation of the City of Stratford as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of Stratford
Attention: Purchasing Department
P. O. Box 818
1 Wellington Street
Stratford Ontario, N5A 6W1
Fax: 519-271-4357

This Certificate is executed and issued to the aforesaid, The Corporation City of Stratford, the day and date herein written below.

Date YR MO DAY NAME OF INSURANCE COMPANY OR BROKER (COMPLETING FORM)

ADDRESS OF INSURER OR INSURANCE BROKER TELEPHONE NO. FAX NO AUTHORIZED REPRESENTATIVE OR OFFICIAL BY:

***THIS FORM MUST BE COMPLETED, SIGNED & STAMPED BY YOUR INSURER OR INSURANCE BROKER***
13. BIDDER DECLARATION

I/We _________________________________________________________________
(name)
_________________________________________________________________
(title/position)
_________________________________________________________________
(name of firm)

1. DECLARE that no person, firm or corporation other than the one who’s signature 
or the signature of whose proper officers I attached below, has any interest in 
this bid or in the Contract proposed to be undertaken.

2. FURTHER DECLARE that this bid is made without any connection, knowledge, 
comparison of figures or arrangement with any other company, firm or person 
making a bid for the same requirement (unless performed under a "joint" 
agreement and so declared in the bid), and in all respects is fair and without 
collusion or fraud.

3. FURTHER DECLARE that no City of Stratford employee, or Member of Council is, 
or will become interested directly or indirectly as a contracting party unless 
disclosed as follows:

4. FURTHER DECLARE that all statements, schedules and other information 
provided in this bid are true, complete and accurate in all respects to the best 
knowledge and belief of the Bidder.

5. FURTHER DECLARE that I have carefully examined the bid, response 
requirements, and hereby acknowledge the same to be part and parcel of any 
contract to be let for this project therein described or defined and do all the work 
and to provide the services of the project mentioned for the price(s) stated.

6. FURTHER DECLARE that the agent listed below is hereby authorized by the 
Bidder to submit this bid and is empowered and authorized to negotiate all 
matters with the City representatives on behalf of the Bidder.
7. AGREE that this bid is to continue open for acceptance until the formal Contract is executed or a Purchase Order is issued to the successful Bidder or for ninety (90) days following the bid closing date, whichever occurs first and that the city may, at any time within that period, without notice, accept this bid whether any other bid has been previously accepted or not.

8. Agrees to have checked the City of Stratford website and have allowed for Addenda numbered as follows: ___________ through to ____________.

________________________________________
Signature of Authorized Officer

________________________________________
Name of Authorized Officer (print)

THIS FORM MUST BE INCLUDED IN YOUR SUBMISSION-PART ‘A’ SERVICE PROPOSAL COMPLETED IN INK, IN FULL. FAILURE TO DO SO SHALL RESULT IN THE SUBMISSION BEING REJECTED.
Appendix A