

EXPRESSIONS OF INTEREST

EOI OPENS: 11 May 2018

BUDGET: \$1000 per installation

EOI CLOSES: 6 June 2018

BRIEF

The City of Greater Geraldton is inviting Expressions of Interest (EOI) from artists and creatives to transform three-dimensional plywood trees from their original plain structure into works of art. Twelve artists will be selected to participate with the intention to form a creative tree trail along Marine Terrace for the public to discover this Christmas.

The successful applicants will be provided with a 'blank canvas' structure to use their creative talents to decorate the trees. The trees may be painted, multi-media use of paint, aerosol or vinyl sticker of an art print. The Christmas trees will be displayed on plinths that will also be provided.

Tree measurements: Approximately 1500mm (H) x 600mm (W)

Installations need to be completed by 23 November 2018

THEME

Interpretation of Christmas – Festive spirit

PARAMETERS

1. A maximum of two entries per participant.
2. The artwork should not portray or depict material in a way which discriminates against or vilifies a person or section of the community on account of race, ethnicity, nationality, gender, age, sexual preference, religion, disability, mental illness or political belief.
3. The work is suitable for general audiences.
4. The works must not be of a design that may cause harm or injury to the public.
5. Participants are responsible for the transportation of their work to the site.
6. The City will contact the successful applicants to discuss site locations.

CONDITIONS

- a. Publicity
The participant grants the City of Greater Geraldton permission to use any images or existing copy for promotion of the project. The applicant may use images of the artwork for their own purposes, crediting the City of Greater Geraldton.
- b. Disclosure
The participant agrees that they shall not, without the prior written agreement of the City

of Greater Geraldton represent or purport to represent Council; or express views or opinions purported to be representative of the Council; or disclose or make public any information or material acquired or produced in connection with providing the services.

BUDGET

The successful applicants will receive \$1000 per installation. All material costs, installation and artist fees are to be covered by the budget.

SUBMISSION TIMEFRAME

The aim of the EOI process is to assess the following items:

- a. The applicants originality and general inventiveness as evidenced by previous works
- b. The applicants credibility evidenced by their CV

Expressions of Interest close at 4pm on 6 June 2018

Selected applicants will be notified by: 11 June 2018

PROPOSAL AND SUPPORT MATERIAL

The EOI submission must include:

- a. The artist's CV, no longer than two (2) pages
- b. Examples of previous artworks (maximum ten (10) images, with appropriate captions)

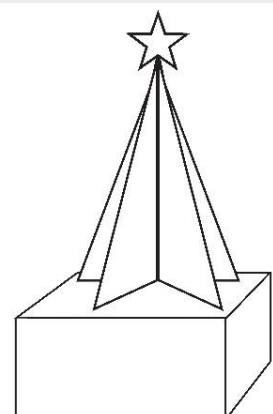
The EOI is to be no longer than ten pages and should be submitted electronically as one PDF document to council@cgg.wa.gov.au

For further information contact Marnie Douglas, Arts and Cultural Development Officer
Phone: 9956 6968
Email: marnied@cgg.wa.gov.au

SELECTED APPLICANTS

Selected applicants will be notified by 11 June 2018 and will need to submit the following by 30 July 2018.

- a. A thorough design concept, including sketch of design and artwork statement. (The statement should not exceed one hundred words in length.)



PART 2 - FORM OF EOI

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to this EOI

I/We agree that I am/We are bound by, and will comply with this EOI and its associated schedules, attachments, all in accordance with the Conditions of response contained in this EOI signed and completed.

The submitted price is valid up to forty-five (45) calendar days from the date of the EOI closing, unless extended on mutual agreement between the City and the Respondent in writing.

I/We agree that there will be no cost payable by the City towards the preparation or submission of this response irrespective of its outcome.

The respondent consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this EOI.

Dated this _____ day of _____ 20 _____

Signature of authorised signatory of Respondent: _____

Name of authorised signatory (BLOCK LETTERS): _____

PART THREE – CONTRACT CONDITIONS

PURCHASE ORDER CONDITIONS

Were goods or services are sourced via this EOI document, the following conditions of contract shall replace the standard City Purchase Order Terms & Conditions.

OCCUPATIONAL SAFETY & HEALTH

The Artist must comply with all applicable occupational safety and health laws, codes of practice (and good practice) including the appropriate provisions of the Occupational Safety and Health Act 1984 and Occupational Safety and Health Regulations 1996.

FORM OF CONTRACT

Formal execution of a contract or deed shall not be required for this Contract. The Contract shall be established via the following process.

- a. City EOI document issued
- b. City acceptance of Artist EOI response
- c. Issue of City Purchase Order

A Contract shall not be established until the Purchase Order has been issued.

CITY SHORT FORM CONTRACT

The Following Conditions of Contract shall be the terms under which this EOI and eventual Contract will operate.

SPECIAL CONDITIONS OF THE CONTRACT

SC1 - INSURANCE

If required by the City, the Artist must effect and maintain for the Term, the following insurances, and must provide evidence of the insurance:

1. Public Liability insurance with coverage in the amount of no less than \$10,000,000 in respect of each occurrence.
2. Product Liability insurance to a value of \$10,000,000 in the annual aggregate

SC2 - TIMING AND DELIVERY DATES

Deliverable	Date
EOI closes	6 June 2018
Successful applicants notified	11 June 2018
Artwork is to be completed	23 November 2018

SC3 – TERM

The Commencement Date is when this Contract is signed by the second party, whichever is the later.

SC4 – DELIVERY LOCATION AND INSTRUCTIONS

Marine Terrace Geraldton

The City will be in contact with the successful applicants to discuss site locations.

SC5 – CONTRACT PRICE AND PAYMENT

For the purpose of this item 5, Invoice means a correctly rendered invoice that:

SC 5.1 is a valid tax invoice under the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and

SC 5.2 The Artist must provide sufficient detail to enable the City to assess that the amount claimed is due and payable including the provision of any additional information reasonably quoted by the City , and must unless otherwise quoted by the City , contain the following information:

Purchase Order Number
Name of the City 's Representative

and be submitted by post to:
City of Greater Geraldton
63 Cathedral Avenue
GERALDTON WA 6530

or emailed to: accounts@cgg.wa.gov.au

The Contract Price is \$1,000 per installation (including GST). An Invoice may only be rendered upon satisfactory completion by the Artist of the Goods & Services as set out in the following table and otherwise according to the terms of this Contract.

Installment	Amount of Installment (incl. GST)	Milestone	Date for Completion of Milestone
1	\$1000.00	100%	26/11/2018

SC6 – Not Used

STANDARD CONDITIONS OF THE CONTRACT

1. PROVISION OF GOODS AND SERVICES

The Artist must provide the Goods and Services according to the provisions of this Contract and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Artist is engaged.

2. ACCEPTANCE

If the City notifies the Artist that the Goods and/or Services are defective, damaged or unfit for the purpose specified in or implied by this Contract, the City may, in the case of:

- a. goods, require replacement Goods
- b. services, require the Artist to provide the services again.

If the City does not notify the Artist of any issues in accordance with clause 2.1 within 14 days of receiving the Goods and/or Services, the City is taken to have accepted the Goods and Services.

3. WARRANTY

If the Goods and Services are or include goods, the Artist must:

- a. during the Warranty Period, without delay and at no cost to the City, correct all defects in the goods by way of repair, replacement or such other means acceptable to the City; and
- b. ensure, to the extent practicable and permitted by law, that the City receives the benefit of any warranty given by a third party with respect to any goods, however:
- c. this does not in any way relieve the Artist of any obligation or warranty by it under this Contract; and
- d. the Artist is liable for all costs incidental to the discharge of any warranty under this Contract.

4. OWNERSHIP AND USE OF MATERIAL

- a. Ownership of:

- a. all Contract Material, including any intellectual property rights, vests on its creation with the City ;
 - b. all City Material, including any intellectual property rights, remains with the City ; and
 - c. all Support Material, including any intellectual property rights, remains the property of the Artist.
- b. The City grants to the Artist a royalty-free, limited license to use the Contract Material and City Material for the Term.
- c. The Artist:
- a. grants to the City , a perpetual, royalty-free license to use the Support Material to the extent necessary for the City to obtain the full benefit of the Goods and Services; and
 - b. warrants that the City 's use of any Contract Material and Support Material under this Contract will not infringe the intellectual property rights of, or create any obligations in connection with, any third party.
 - c. The Artist must safeguard and preserve Contract Material and City Material in its possession or control and deliver to the City all Contract Material and City Material on expiration or termination of this Contract (other than copies that the City authorised the Artist to retain).

5. ARTIST'S PERSONNEL

The Artist must, in providing the Goods and Services:

- a. engage Personnel who have the skills, training and expertise appropriate for the Goods and Services; and
- b. comply with all reasonable requirements notified by the City regarding suitability and fitness of persons engaged for the provision of the Goods and Services.

6. NON-DISCLOSURE OF CITY INFORMATION

The Artist must:

- a. use City Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
- b. not transfer City Information held in connection with this Contract outside the City , or allow any person (other than its authorised personnel) outside the City to have access to it, without prior written approval of the City;
- c. notify the City immediately if the Artist becomes aware that a disclosure of City Information may be required by law or any unauthorised disclosure of City Information has occurred.

7. INDEMNITY AND LIABILITY

The Artist indemnifies the City against claims, costs and expenses for all loss or damage caused by a wilful or unlawful act or omission by the Artist in its provision of the Goods and Services.

The Artist's liability under this Contract is limited to all costs necessary to, as applicable:

- a. replace the Goods and Services;
- b. provide the Goods and Services again; or
- c. refund the City the whole of the Contract Price,

except with respect to:

- d. personal injury or death;
- e. loss of, or damage to, tangible property; or
- f. third party claims against the City, including infringement of intellectual property rights.

8. TERMINATION

The City may terminate this Contract, at any time by notice to the Artist, if the Artist:

- a. is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- b. fails to provide the Goods and Services within, or to meet any other, timeframes specified in this Contract; or
- c. is in breach of a provision of this Contract, where that breach:
 - i. if capable of being remedied, is not remedied within the period specified in a notice by the City, or
 - ii. is not capable of being remedied.

9. CONDUCT IN CITY PREMISES

The Artist must, when using City premises or facilities, comply with all reasonable directions of the City.

10. NOTICES

Any notice or communication under this Contract will be effective if it is in writing, from one Contract Manager and delivered to the other Contract Manager. A notice will be deemed to have been delivered:

- a. if delivered by hand, on delivery
- b. if sent by prepaid mail, on the expiration of two business days;
- c. if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- d. if sent by electronic mail, on the other party's acknowledgement of receipt by any means.

11. ASSIGNMENT AND SUBCONTRACTING

The Artist must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the City. If the City gives its consent, the City may impose any conditions.

12. SURVIVAL

Clauses 4, 6, 7 and 8 of this Contract survive the termination or expiration of this Contract.

13. APPLICABLE LAW

This contract is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia

14. DEFINITIONS AND INTERPRETATION

“Contract Material” means all material created, written or otherwise brought into existence as part of, or for the purpose of providing the Goods and Services including all reports (whether in draft or final form), documents, information and data stored by any means.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

“City Information” means the kind of information that:

- a. is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the City which are by their nature confidential;
- b. is notified (whether in writing or not) by the City to the Artist as being confidential; or
- c. is Personal Information,

but does not include information that:

- d. is or becomes public knowledge other than by breach of this Contract;
- e. has been independently developed or acquired by the Artist; or
- f. has been notified by the City to the Artist as not being confidential.

“City Material” means any material provided by the City to the Artist for the purposes of this Contract including documents, equipment, information and data stored by any means.