

EXPRESSIONS OF INTEREST

EOI OPENS: 6 March 2018

LOCATION: Geraldton Regional Art Gallery (GRAG)

BUDGET: \$78,000

EOI CLOSES: 5 April 2018

BRIEF

The City of Greater Geraldton is inviting Expressions of Interest (EOI) from artists for a large sculptural work to be located outside the Geraldton Regional Art Gallery – on the grass area on Durlacher St. The successful artist will be required to produce an original work. The Sculpture is to be completed by 1 December 2018.

The Geraldton Regional Art Gallery is located on the corner of Durlacher St and Chapman Rd. The heritage-listed building served as the Town Hall from 1907 until 1964. For the next 15 years, the empty hall served as a venue for a variety of community functions including dances, concerts, theatre and films, civic events and a home of the Tourist Bureau. Demands for inner city parking led to the threat of demolition in the early 1980's. A public campaign called FROTH (Friends of Old Town Hall) fought incredibly hard to save the building from becoming a car park. This very public campaign led to the renovation and conservation of the old town hall into Geraldton Regional Art Gallery, which opened in August 1984. It has also been rumoured that cattle used to be auctioned off in the building, or how the building was once commonly referred to as the White Elephant as it did not fit in with the rest of the City building scape.

The artwork is to reference the building and its place within the community, its historic and/or contemporary purpose. Please refer to images on pages 4-5.

SCULPTURE DESIGN PARAMETERS

1. The work is site specific.
2. The artwork will contribute to the visual interest of the precinct.
3. 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.
4. The work is suitable for general audiences.
5. The works must not be of a design that may cause harm or injury to the public. If the design is a high structure the design must as far as practical prevent public climbing the structure.
6. The artwork should demonstrate artistic excellence.
7. The artist shall ensure the sculpture is suitable for installation outside, and be able to withstand Geraldton's weather conditions e.g. high wind, salt content and UV.
8. If the artwork is structural in nature the artist must provide structural certification the design is safe and suitable for installation.

CONDITIONS

- a. Publicity
The Artist grants the City of Greater Geraldton permission to use any images or existing copy for promotion of the project. The Artist may use images of the artwork for their own purposes, crediting the City of Greater Geraldton
- b. Disclosure
The Artist 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

A budget of \$78,000 has been allocated for this project. All materials costs, transport, installation, artist fees and insurances are to be covered by the budget.

SUBMISSION TIMEFRAME

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

- a. The artist's originality and general inventiveness as evidenced by previous works and commissions
- b. The artist's credibility evidenced by their CV

Shortlisted artists will be notified by: 10th April 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

SHORTLISTED APPLICANTS

Shortlisted applicants will be notified on Tuesday 10 April 2018 and will be paid \$1,000 to submit the following by Monday 21 May 2018. The successful applicant will be notified by 29 June 2018.

- a. A detailed design concept, including sketch of design and engineering/technical requirements
- b. Install requirements / process
- c. Budget outline
- d. An estimated timeframe for the completion of the project
- e. Estimated lifespan of the Sculpture

AWARD PROCESS

A selection panel will shortlist the Eols who have,

- a. best demonstrates ability to design, create and install large scale artworks within an agreed budget and timeframe, and
- b. ability to design artworks to a high standard aligned to the desired GRAG installation requirements.

The shortlisted artists will then be invited to draft a concept design. These designs will be presented to the City of Greater Geraldton Council who will make the final decision.

SHORTLISTED APPLICANTS - EVALUATION PROCESS

Assessment will be substantially based on information provided by the Respondents. The City may seek clarification from Respondents on any information included or not included in their Response.

The following evaluation methodology will be used in respect of this EOI:

To enable a proper assessment to be made, it is essential that Respondents submit all relevant information in an accurate and concise format. Poorly presented, or inadequate information, or understated Regional Pricing commitments may result in the Respondent being unsuccessful. Respondents must ensure that Responses are able to be assessed on a stand-alone basis, and should not rely on information supplied to the City in previous Responses.

Responses will be assessed based on the following selection criteria:

- a. financial capacity;
- b. price & value considerations: whole of life costs may be considered;
- c. demonstrated understanding and experience;
- d. organisational resources and quality assurances; and
- e. evaluated to ensure that they demonstrate whether the Respondent has the capacity to successfully carry out its obligations under the Contract.

Responses will also be checked for completeness and compliance. Responses that do not contain all information required may be excluded from evaluation. Information supplied by a Respondent may also be confirmed by:

- a. reference to documented information held by the City relating to the Respondent's past performance with the City ;
- b. information provided by the Respondent;
- c. following up financial and performance references supplied by the Respondent;
 - i) conducting Respondent interviews;
- d. demonstrate the product/solution offered; and/or
- e. open their premises for inspection by a representative of the City .

The City has adopted a best value for money approach to this EOI. This means that, although price is considered, the Respondent containing the lowest price will not necessarily be accepted. The

Respondent shall be assessed against the proposal criteria may also not be accepted for that reason.

Unless otherwise stated, a Respondent that provides all the information required will be assessed as satisfactory. The extent to which a Respondent demonstrates greater satisfaction of each of these criteria will result in a higher ranking. The ranking of each EOI will be used as one of the factors in the final assessment of the criteria and in the overall assessment of value for money.

A Contract may then be awarded to the Respondent whose Response is considered the most advantageous Response for the City.

NOTICE

The Contract is only established in accordance with clause 12 below.

The City may publish the name and Contract award price(s) following determination and Contract award to the successful Respondent.

All Respondents shall be notified in writing of the successful Response or advised that no EOI was accepted.

IMAGES OF PROPOSED SITE





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 provide proof within 7 days of award that their employees and subcontracts hold current WorkSafe White Card, or where a WorkSafe White Card is not applicable to the Contracted goods or services the Artist shall complete the online Averling safety induction as per following link:

<https://www.cgg.wa.gov.au/work/work-with-us/supplier-information.aspx>

The cost to undertake these inductions are to be incurred by the Artist. Responsibility for ensuring all relevant personnel are inducted shall remain the responsibility of the Artist.

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. Contactor Response to EOI
- c. City acceptance of Artist EOI response
- d. 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

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

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
3. Workers Compensation insurance to a value of \$50,000,000 (or income protection for sole trader)

SC2 - TIMING AND DELIVERY DATES

Deliverable	Date
EOI closes	5 April 2018
Shortlisted applicants notified	10 April 2018
Shortlisted design concepts submitted	21 May 2018
Successful applicant notified	29 June 2018
Artwork is to be completed	1 December 2018

SC3 – TERM

The Commencement Date is when this Contract is signed by the second party, whichever is the later. The Term of this Contract is until 1 October 2018.

SC4 – DELIVERY LOCATION AND INSTRUCTIONS

The Delivery Location is the Geraldton Regional Art Gallery

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 \$78,000 (including GST). It is payable in instalments following receipt of Invoices in accordance with this Contract. 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	Shortlisted \$1000	15%	10/04/2018
2	Design approval \$78,000	45%	29/06/2018
3	Final installation on site	40%	1/12/2018

SC6 - WARRANTY PERIOD

The Warranty Period is 10 years

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.