

EXPRESSION OF INTEREST Community Metal Art Project

1. BRIEF

The City of Greater Geraldton is inviting Expressions of Interest (EOI) from artists for 'Moonstruck' a community sculpture project located in Mullewa.

Works to be located on the Mullewa Wildflower Walk off Lover's Lane, Mullewa (100km East of Geraldton), an interpretive walk trail that becomes alive with an array of wildflowers in spring.

The Moonstruck Project aims to support the community by offering an alternative 'Wildflower' experience. The already established Wildflower Walk will become a canvas for sculptural creativity, a certain drawcard for visitors any month of the year.



Mullewa Wildflower Walk in spring.



The successful artist will be required to work closely with the community including students from both local schools.

With the support of the chosen artist, community members of all ages will be encouraged to let their imaginations go wild and turn their favourite wildflower into a 'wild flower' design. The term 'wild flower' really allows the participant to experiment with conceptual art and be a little crazy or 'wild' as they like in their design.

Participants, with your help, will learn how to sketch their 'wild flower' design. The final designs will be published in the official booklet that will accompany the project. A scrap metal artist will be co-facilitating the concept workshops with the successful applicant of this EOI.

The successful applicant must be able to meet the below milestones.

Milestone	Date
Facilitate Workshops Part 1 –Two (2) days of design and concept workshops with scrap metal artist.	April 2018
Official Opening	August 2018

2. PROJECT SPECIFICATIONS

- a. The workshops are site specific.
- b. Participant's designs will contribute to the visual environmental surrounds.
- c. The designs 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.
- d. The designs are suitable for general audiences and is wildflower themed.
- e. The artwork designs should be the work of the community as much as possible and to a highest possible standard.

3. 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, once project has been completed.

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.

4. BUDGET

A budget of \$2,000 has been allocated to the chosen artist for their contribution to the project. All transport, installation assistance, artist fees (workshop facilitation), insurances, Per Diems and equipment hire are to be covered by the budget.

5. SUBMISSION TIMEFRAME

The Expressions of Interest (EOI) period opens on Tuesday March 20th 2018 and closes 4pm Tuesday 27th March 2018. The successful applicant will be notified by Friday 30th March 2018.

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

- a. The artist's credibility evidenced by their CV.
- b. The artist's capability to work with and engage diverse community members and work towards project specifications.

6. 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 five (5) images, with appropriate captions)
- c. Current Working with Children check.

The EOI is to be no longer than five (5) pages (CV, examples of work etc.) submitted electronically as one PDF document to samantham@cgg.wa.gov.au

For further information contact Faye Fulker, Community & Cultural Development Assistant.

Phone: 9956 6643

Email: fayef@cgg.wa.gov.au

7. AWARD PROCESS

The successful applicant will be notified by Friday 30th March 2018 and must be available to start the project Monday 9th April 2018.

The City evaluation panel shall assess all Artists responses to the EOI and shall award to the Artist whose submission best demonstrates ability to work within a rural community, facilitate workshops and teach basic skills in scrap metal art within an agreed budget and timeframe.

8. 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.

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.

9. 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.

10. 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): _____

11. PURCHASE ORDER CONDITIONS

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

12. 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.

13. 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.

14. 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 CONTRACT

1. SC 1 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:

Public Liability insurance with coverage in the amount of no less than **\$10,000,000** in respect of each occurrence

Product Liability insurance to a value of **\$10,000,000** in the annual aggregate

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

2. SC 2 Timing and Delivery Dates

Deliverable	Date
EOI closes	27th March 2018
Successful applicant notified	30th March 2018
Artwork is to be completed	20th April 2018

3. SC 3 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 **1st June 2018**.

4. SC 5 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 \$2,000 (including GST). It is payable 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.

Milestone

Installment	Amount of Installment (incl. GST)	Milestone	Date for Completion of Milestone
1	First and final payment	100%	20 th April 2018

STANDARD CONDITIONS OF CONTRACT

5. Provision of Goods & 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.

6. Acceptance

(a) 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.

(b) 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.

7. 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.

8. 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.
- (d) 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).

9. 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.

10. 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.

11. Indemnity and Liability

- (a) 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.
- (b) 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.

12. 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.

13. Conduct in City Premises

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

14. 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.

15. 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.

16. Survival

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

17. 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

18. 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.

Part 3 EOI Contract Conditions



“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.