



Request for Expression of Interest

Provision of Permanent Public Artwork/s

Glenorchy City Council
ABN 19 753 252 493
374 Main Road, Glenorchy TAS 7010

Provision of Permanent Public Art Work(s)

Details

GLENORCHY CITY COUNCIL

Name	Glenorchy City Council
ABN	19 753 252 493
Address	374 Main Road, Glenorchy, Tasmania 7010
Glenorchy City Council	Eleanor Downes
Contact Officer	Coordinator Arts & Culture – Moonah Arts Centre
Contact Officer phone	6216 6382
Contact Officer email	edownes@gcc.tas.gov.au

CLOSING DATE AND TIME

Closing Date	Thursday 20 th December 2018
Closing Time	Noon

LODGEMENT PROCEDURES

Lodgement	All Expression of Interests must be lodged electronically via Tenderlink at www.tenderlink.com/gcc
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BACKGROUND

Glenorchy City Council manages the City of Glenorchy, a Local Government Area of Tasmania which covers several northern suburbs of Hobart. The City of Glenorchy is Tasmania's fourth largest city. Glenorchy City Council has a focus on making a positive difference in the lives of the people in the community. The City of Glenorchy is nestled below the Wellington Range on the western shore of the River Derwent. Glenorchy has a population of 46,397 people. The Mouheneenner People are the traditional owners and custodians of the land where Glenorchy sits. City status was given to Glenorchy on 24 October 1964, exactly one hundred years after it was first proclaimed a municipality.

Glenorchy City Council wishes to engage an artist, or collaboration of artists, ("the Artist/s") to design, supply and install permanent public artwork(s) in the Glenorchy CBD main project area.

The engagement of The Artist/s is part of the Glenorchy City Council's CBD Revitalisation Project, which will see a complete upgrade of the main CBD area from Terry Street to Barry Street along Main Road.

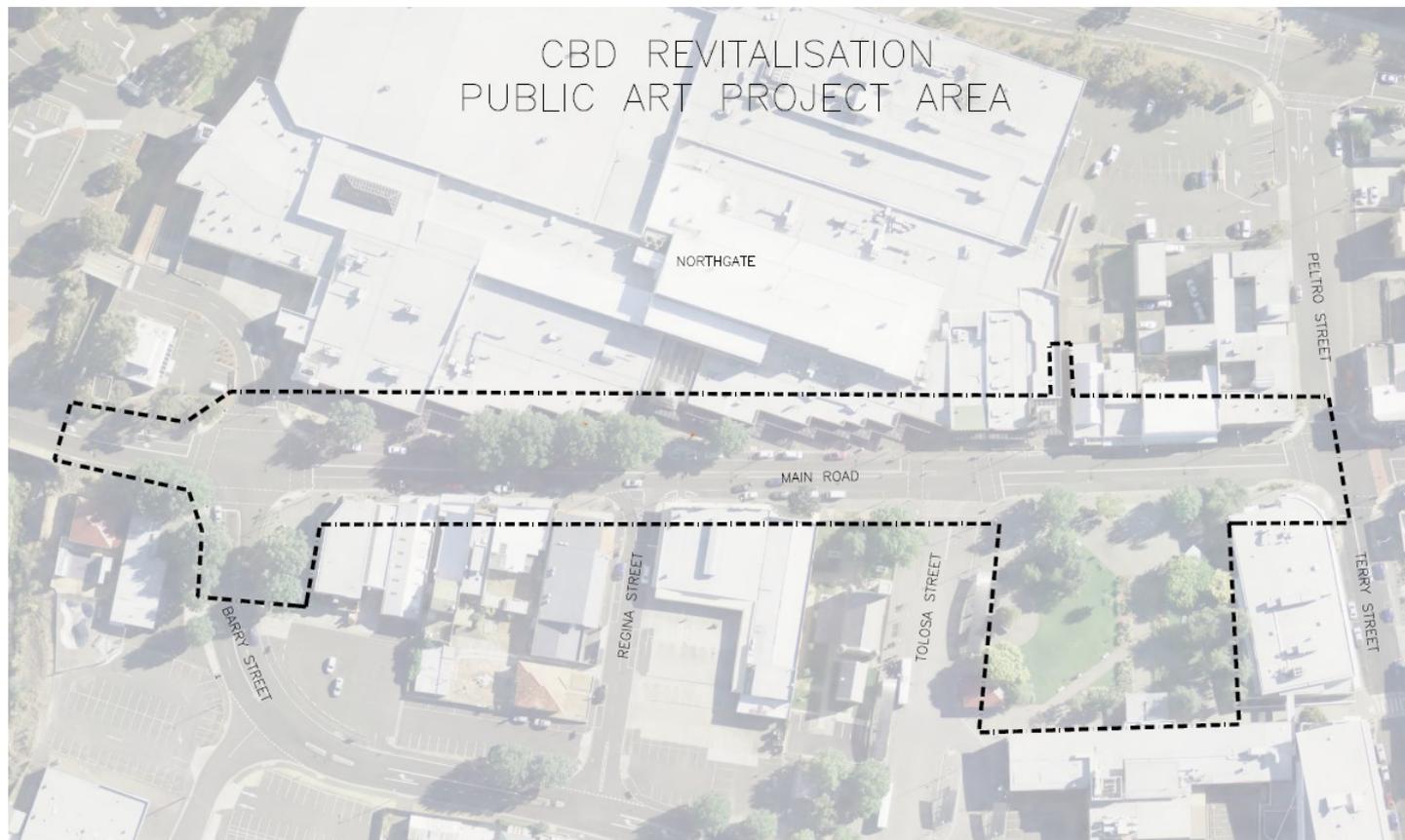
The Glenorchy City Council Community Plan 2015 - 2040 describes a vision for the City as a city of arts. The Plan identifies arts and culture as one of the community's most important priorities for the future. CBD areas will be revitalised with a strong emphasis on great design, open spaces and public art. Arts activities will be supported to create and sustain opportunities to ensure the city and suburbs are vibrant, engaging and dynamic.

The Council recognises that provision for public art is integral to the urban renewal process, starting with the Glenorchy CBD Revitalisation. Public art will reflect the new confidence of the City as we venture into the 21st century. It will also be reflective of the Glenorchy Community Plan 2015-2040 goal of making lives better, thereby contributing to a safe, inclusive, active and vibrant community.

Council's Public Art Policy endorses a vision for public art in Glenorchy that will reflect the City, its people and their diversity, celebrating local distinctiveness and enriching our lives. The Policy states the Council will consider opportunities for art components in new capital or major renewal capital projects in public spaces where these spaces could be further enhanced by public art.

Artwork/s Location

Artwork/s locations are to be within the CBD main Project Area, which includes the Council Chambers forecourt and garden area. While the forecourt area of the Council Chambers offers a significant location for permanent public artwork/s, there are a number of locations within the main CBD Revitalisation Project Area that also offer opportunities for the achievement of the project's objectives. The plan below outlines the CBD Revitalisation Public Art Project Area.



Objectives and Project Benefits

The following are key points to consider under this EOI:

Objectives of the Commission - this project seeks to:

- Create permanent, memorable, distinctive and celebrated public artwork/s;
- The public artwork/s will authentically reflect the values, culture and heritage of the community;
- Bring the community together in the creation and further usage of CBD area of Glenorchy;
- Encourage further arts and cultural activities in the CBD;
- Contribute to ensuring the CBD area is vibrant, engaging and dynamic;
- Create an opportunity for the community and its artists to work collaboratively to express place and local values; and
- Make the CBD a welcoming place for all those who use and visit;

Project Benefits:

- Provide the local community opportunity to directly input into a major city development;
- Create a CBD area that is unique and reflects the community of Glenorchy;
- Engender ownership civic identity and pride in the public space of the CBD;
- Through community involvement in the development of the artwork/s provide the opportunity for stories and experience to be shared;
- Create a unique place;
- Enhance experiences for all CBD users and visitors; and
- Strengthen relationships between Council and the community.

Glenorchy City Council will be utilising a two stage procurement process prior to awarding a contract for the design, supply and installation of the public artwork/s.

Glenorchy City Council invites Expressions of Interest for the design, supply and installation of the permanent public artwork/s on the terms set out in this Request for Expressions of Interest and in accordance with the Design Considerations. This process constitutes the first stage of the procurement process, after which Glenorchy City Council will formulate a shortlist of potential Artist/s. Shortlisted potential Artist/s will then be invited to participate in the second stage of the procurement process, which will involve detailed contract/s being provided to shortlisted potential Artist/s.

Stage 1 – Expression of Interest – Concept Design (Review, Artist/s Selection for Proposal Finalisation)

The CBD Art Project Selection Committee will review and shortlist up to 3 expressions of interest. After consideration of the applications, the Selection Committee will:

- a) Request an interview with selected artists to discuss submissions in more detail prior to final selection. No fee will be payable in this instance; and/or
- b) Request the artist/s to further develop and articulate their proposals in a presentation to the CBD Art Project Selection Committee. The Committee will detail their request in writing and pay a shortlisting fee of \$1,000.00. The CBD Art Project Selection Committee will select the final Artist/s for the Commission.

The successful tenderer will be required to enter into an agreement with Glenorchy City Council for the design, supply and installation of the public artwork/s on terms acceptable to Glenorchy City Council.

Stage 2 – Community Engagement & Design Development

2.1 – Community Engagement

The selected Artist/s will be contracted for the community engagement and design development. Artist/s will lead, in consultation with GCC Officers, a community engagement process to gather ideas, themes etc to further expand on initial proposals. The community engagement process is a mandatory component of the project.

2.2 – Design Development

The Artist/s will develop a detailed design package for the artwork/s, detailing processes, themes, community involvement, drawings, materials, risk management, fabrication, installation etc. The Design package will be presented to the selection committee for endorsement. Planning approval for artwork/s may be required, discussion to be had with Council once artwork/s are known and agreed upon.

Stage 3 – Fabrication & Installation

Following the Design Development, the Artist/s will be contracted for the fabrication and delivery of artwork/s. The Artist/s will create the artwork/s in line with the approved design package, any changes must be approved by the working group. Installation of artworks will be conducted in consultation with GCC officers.

Budget

Council has set a budget for this work at \$100,000 ex GST. The budget will cover all costs associated with the design, construction and installation of artwork. Costs may include community engagement and design development, design fee, labour, transport, installation, any certification costs, insurance, travel, project management fee if subcontractors are engaged by the Artist/s, contingency allocation (5%) and any other costs normally borne by independent contractors. If the Artist/s are bound by exclusive contract to a commercial gallery it is the Artist/s responsibility to notify the gallery and negotiate any commission fees.

The budget will be allocated in the following manner:

- **Stage 1 - Concept Design Fee:** If Artist/s are requested to further develop and articulate their proposal, the fee for Stage 1 is \$1,000.00 per Artist/Artistic Team. These fees are to be included within the total project costs. For example, if one artist is shortlisted for Stage 1, the remaining project budget would therefore be \$99,000.00 ex GST;
- **Stage 2 - Community Engagement & Design Development:** The fee for Stage 2 will be up to a maximum of \$20,000.00;
- **Stage 3 - Fabrication & Installation:** The fee for Stage 3 is either \$79,000.00 or the balance of the remaining budget – depending on the costs incurred in Stages 1 and 2.

EXPRESSIONS OF INTEREST SELECTION CRITERIA

The City is seeking expressions of interest (EOI) from all artists - Tasmanian artists are encouraged to apply.

Artist/s submissions will be reviewed and considered against four key areas, as set out in the Annexure C:

- Schedule 1 - Professional Capability & Experience;
- Schedule 2 - Approach and Methodology;
- Schedule 3 - Similar Past Projects;
- Schedule 4 - Work Health and Safety.

In addition to the Annexure requirements, review and consideration will also be given to the following:

- A written response to the project brief with concept proposal (no more than 2 A4 pages), articulating how you would approach the commission, including outlining proposed Community Engagement;
- Concept sketches / design;
- Statement outlining the artist/s relationship with/ to Glenorchy (if any);
- Demonstrated capacity of the artist/s to deliver the work within timeframes, budget and construction requirements;
- Relevant experience in engaging with or collaborating with local communities in the development of art or similar projects; and
- Up to six labelled images of previous, relevant work.

GENERAL TERMS AND CONDITIONS



1 DEFINITIONS

Contact Officer means the Glenorchy City Council contact officer specified in the Details.

Closing Date and Time means the due date and time by which EOIs must be received by Glenorchy City Council as set out in clause 3.1 and the Details.

Details means that part of the REOI referred to as such.

EOI means any response to this REOI signed by the Respondent and including all the information required in accordance with this REOI.

EOI Form means the EOI form set out in Annexure B of this REOI.

EOI Validity Period has the meaning given in clause 2.8.

Permanent Public Artwork/s means the Goods as defined in the Details and the Specifications.

REOI means the documents comprising this Request for Expressions of Interest.

Request for Tender has the meaning giving in clause 9.4.

Respondent means any person, business or corporation who lodges an EOI in accordance with this REOI.

Returnable Schedules means the schedules that the Respondent is to return as attached in Annexure C.

Selection Criteria means the selection criteria used to evaluate Respondents in accordance with clause 9.1, as set out in the Details.

Design Considerations means the requirements in relation to the Permanent Public Artwork/s as set out in Annexure A of this REOI.

Tender has the meaning giving in clause 9.4.

2 GENERAL

2.1 Expression of Interest

Any Respondent wishing to express interest in [designing, supplying and installing the Permanent Public Artwork/s] may do so by submitting an EOI in accordance with this REOI.

2.2 EOI submission

- (a) The Respondent is required to submit its EOI strictly in accordance with all terms, conditions and requirements of this REOI.
- (b) The EOI must also address the Design Considerations by outlining:
 - (i) how the Respondent can/will design, supply and install the Permanent Public Artwork/s in accordance with the Design Considerations; or
 - (ii) if the Respondent cannot [supply, design and install the Permanent Public Artwork/s] in accordance with the requirements of this EOI, details of:
 - (A) why the Respondent cannot/will not comply with the EOI's requirements; and
 - (B) alternative design, supply and installation requirements which can/will be provided by the Respondent, and details of how such design compares to or differ from the stated requirements.

2.3 EOI Form

- (a) The Respondent must complete and include as part of its EOI, the EOI Form.
- (b) The EOI Form should be filled in completely and be accompanied by other supplemental documents

necessary to complete the EOI in accordance with this REOI. A Respondent may reproduce the EOI Form in an expanded format in order to provide additional space for response.

- (c) Failure to comply with the requirements of this REOI, or failure to complete and return the EOI Form, may result in the EOI being rejected for non-compliance.

2.4 Returnable Schedules

- (a) The Respondent must complete and include as part of its EOI, the Returnable Schedules.
- (b) The Returnable Schedules should be accompanied by all other supplemental documents necessary to complete the EOI in accordance with this REOI. A Respondent may reproduce the Returnable Schedules in an expanded format in order to provide additional space for response.
- (c) Failure by any Respondent to comply with the requirements of this REOI or complete and return the Returnable Schedules with an EOI, may result in that EOI being rejected for non-compliance.

2.5 Rejection of EOIs

Glenorchy City Council may reject EOIs that specify conditions that conflict with this REOI.

2.6 Approvals

If the Respondent is required by any law or by policy to obtain approval from an authority before [designing, supplying and installing the Permanent Public Artwork/s] the EOI must be accompanied by a statement from that authority that it has no objection to, or approves of, the [supply of the Permanent Public Artwork/s].

2.7 Language and currency

All EOIs must be in English and all prices quoted must be in Australian dollars.

2.8 EOI Validity Period

The Respondent warrants that it will not vary or withdraw its EOI within 120 days of the Closing Date and Time.

2.9 Clarifications

During the evaluation process, Glenorchy City Council may seek clarification from a Respondent in relation to their EOI if any aspect of the EOI is unclear or ambiguous. The Respondent must comply with any requests for clarification within the timeframe required by Glenorchy City Council. All communication between a Respondent and Glenorchy City Council must be in writing. Respondents will not be permitted to revise or modify their EOI in any way during the EOI evaluation period.

2.10 Disclosure of Information

The Respondent acknowledges and accepts that Glenorchy City Council may be required by law to disclose documents or other information which forms part of the Respondent's EOI (including disclosures required to be made by Glenorchy City Council pursuant to the *Local Government (General) Regulations 2015* (Tas), or the *Right to Information Act 2009* (Tas)).

2.11 Rights and responsibilities

- (a) Glenorchy City Council does not warrant the accuracy of the contents of this REOI and, to the extent permitted by law, Glenorchy City Council and its directors, officers, advisers, employees and agents are not and will not be liable, whether arising from negligence or otherwise, for any representation contained in, or any omission from, this REOI, or for any error, inaccuracy, incompleteness or other defect in the information contained in this REOI.
- (b) Glenorchy City Council is not responsible for and will not compensate the Respondent for any costs (whether direct or indirect) incurred by the Respondent in preparing and/or submitting an EOI in response to this REOI or in responding to any requests for clarification from Glenorchy City Council.

GENERAL TERMS AND CONDITIONS



- (c) This REOI, and the process outlined in it, does not form any legally binding agreement between Glenorchy City Council and any Respondent and no legally binding relationship will exist between Glenorchy City Council and any Respondent unless and until a formal written agreement with respect to the [design, supply and installation] of the Permanent Public Artwork/s has been executed between the parties.
- (d) This REOI (and the process outlined in this REOI) must not be construed as making any express or implied representation, undertaking or commitment by Glenorchy City Council that it will enter into an agreement with any person.

2.12 Confidentiality and intellectual property

This REOI remains the property of Glenorchy City Council and may only be used by a Respondent for the purpose of preparing and submitting an EOI, and must not be used for any other purpose. This REOI, and all other documents provided by Glenorchy City Council to a Respondent in connection with this REOI, must be kept confidential by that Respondent.

3 LODGEMENT OF EOI

3.1 Closing Date and Time

The Closing Date and Time for the submission all EOIs is as listed in the Details.

3.2 Lodgement

All EOIs must be lodged in accordance with the Lodgement Procedures listed in the Details.

3.3 Late EOIs

Any EOI not received by Glenorchy City Council by the Closing Date and Time may be rejected by Glenorchy City Council.

3.4 Extensions

Individual requests for extensions to the Closing Date and Time will not be granted.

4 ENQUIRIES AND CLARIFICATIONS

4.1 Clarifications

If the Respondent is in doubt as to the true meaning of any part of this REOI, the Respondent should notify the Contact Officer in writing to obtain clarification prior to the Closing Date and Time and submission of its EOI.

4.2 EOI enquiries

- (a) All enquiries from Respondents in relation to this REOI must be made in writing to the Contact Officer or through the Online Forum via the Glenorchy City Council Tenderlink website (if applicable).
- (b) The Respondent must not directly or indirectly approach any other employee of Glenorchy City Council or any Glenorchy City Council Alderman, in relation to this REOI and must direct all enquiries to the Contact Officer in connection with any aspect of this REOI. Unauthorised communication by a Respondent, or any employee or agent of a Respondent, with persons other than the Contact Officer, may lead to disqualification of that Respondent's EOI.
- (c) Except where Glenorchy City Council is of the opinion that an enquiry relates only to confidential information of a particular Respondent, Glenorchy City Council may make the enquiry and the response available to all Respondents without identifying the Respondent who submitted the enquiry.

4.3 Errors in Request for EOI

Respondents should promptly notify the Contact Officer in writing if they find any discrepancy, error or omission in this REOI.

5 STATEMENT OF COMPLIANCE

- (a) Respondents will be taken to fully agree with and comply with this REOI unless the EOI states otherwise.
- (b) If an EOI does not fully comply with this REOI, the Respondent must include a statement in its EOI specifying each term, condition or requirement with which the Respondent does not comply as well as reasons for that non-compliance or partial compliance.

6 AUSTRALIAN BUSINESS NUMBER (ABN)

The Respondent should provide its Australian Business Number (ABN) with its EOI. If the Respondent does not have an ABN, then the Respondent should state its reason for not having an ABN in its EOI.

7 CONFLICT OF INTEREST

The Respondent warrants that at the date of this EOI, no conflict of interest exists, or is likely to arise in the performance of any contract that may be awarded following consideration of the EOI, and that if during the term of any such contract awarded, a conflict of interest arises, the Respondent must notify Glenorchy City Council immediately in writing of that conflict.

8 GLENORCHY CITY COUNCIL'S RIGHTS

Glenorchy City Council reserves the right, in its absolute discretion, to:

- (a) vary the terms of this REOI, or the structure, requirements or process referred to in this REOI;
- (b) seek clarification from any Respondent if any aspect of its EOI is ambiguous or unclear;
- (c) provide additional information to all Respondents;
- (d) notify all Respondents of any changes to Glenorchy City Council's requirements or to this REOI generally;
- (e) extend the Closing Date and Time;
- (f) call for new EOIs;
- (g) not accept the EOI offering the lowest price;
- (h) consider or accept, or refuse to consider or accept, non-conforming EOIs at its absolute discretion;
- (i) not consider any EOI lodged after the Closing Date and Time;
- (j) not accept any EOI in its absolute discretion;
- (k) cancel or suspend this REOI, or the processes outlined in this REOI, in its absolute discretion; and
- (l) not proceed with a Request for Tender subsequent to this REOI.

Glenorchy City Council will not be liable or in any way responsible for any loss, damage, cost or expense incurred by the Respondent in the event that Glenorchy City Council exercises any rights referred to in this clause 8.

9 EVALUATION

9.1 Process

The evaluation process will be undertaken with the aim of shortlisting Respondents who demonstrate in their EOI that they meet the requirements of this REOI. EOIs will be evaluated based on the Selection Criteria outlined in the Details.

9.2 Selection Criteria

The Selection Criteria will be used to select a shortlist of Respondents.

GENERAL TERMS AND CONDITIONS

9.3 Short-list

Glenorchy City Council may invite shortlisted Respondents to participate in Glenorchy City Council's Request for Tender process referred to in clause 9.4. Glenorchy City Council is not required, or in any way obliged, to short-list a certain number of Respondents as a result of the processes contained in this REOI.

9.4 Tender process

- (a) Shortlisted Respondents will be invited to submit a detailed Tender in response to a Request for Tender issued by Glenorchy City Council. The Tender will be a more detailed and advanced version of the EOI lodged by each of the shortlisted Respondents and is to include detailed documentation as required in the Request for Tender. The purpose of the Request for Tender will be to enable Glenorchy City Council to select a preferred supplier from the shortlisted Respondents if an acceptable Tender is submitted.
- (b) A Request for Tender setting out the specific requirements for the Tender will be issued to shortlisted Respondents only.
- (c) After Tenders are received in response to the Request for Tender issued by Glenorchy City Council, the preferred tenderer will be required to enter into a formal contract (or contracts) with Glenorchy City Council on the terms and conditions required by Glenorchy City Council in relation to the [design, supply and installation] of the Permanent Public Artwork/s.
- (d) No contractual relationship or other obligation arises between Glenorchy City Council and any Respondent or tenderer unless and until a formal contract is signed by both parties. This clause 9.4(d) applies despite any oral or written advice to the Respondent that an EOI or Tender is preferred or successful or has been, or will be, accepted.

ANNEXURE A

DESIGN CONSIDERATIONS

The artwork must comply with the relevant Australian Standards and the Building Code of Australia relating to safe design, fabrication and installation of the commission. This may require the Artist/s to engage a consultant to work with the Artist/s on matters relating, but not limited to, engineering and material certification. It is the responsibility of the artist/s to provide evidence of such compliance at both the Design Development stage and at installation.

The Artist/s will be required to supply information about maintenance requirements for the artwork. The artwork should be very low maintenance and have a lifespan of at least twenty-five (25) years.

Consideration must be given to the fact that the artwork will be in the public domain and may, therefore be subject to climatic conditions, vandalism and wear and tear. Long-term maintenance must be considered when developing concepts, minimising maintenance work as far as possible through the selection of appropriate materials and surface treatments.

ANNEXURE B

EOI Form

TO: GLENORCHY CITY COUNCIL (ABN 19 753 252 493)

EXPRESSION OF INTEREST

The Respondent named and described below hereby submits an Expression of Interest (**EOI**) in relation to the supply, design and installation described below, subject to the conditions of the Request for Expressions of Interest issued by Glenorchy City Council and to which this EOI is subject.

EOI Information

Closing Date and Time:

Thursday 20 December 2018

EOI Description:

This EOI is for the design, supply and installation of Permanent Public Artwork/s in accordance with the Request for Expressions of Interest issued by Glenorchy City Council dated 9 November 2018 (REOI), including the Design Considerations contained in the EOI.

Project Timeline

Stage 1 Artist Selection

Thurs 20 December to Thurs 31 January 2019

Stage 2 Community Engagement & Design Development

Fri 1 February 2019 to Tues 30 April 2019

Stage 3 Fabrication & Installation

Wed 1 May 2019 to Fri 27 December 2019

Respondent's Details

Respondent's Name (including details of any trust, if the Respondent is the trustee of a trust):

Respondent's ABN:

Respondent's Address:

Respondent's Postal Address:

Respondent's Phone:

Respondent's Email:

Respondent's Contact Person:

Date of Expression of Interest:

This EOI comprises:

- a. This EOI Form;
- b. A statement outlining how the EOI meets the Design Considerations outlined in Annexure A of the EOI; and
- c. The information requested in the Returnable Schedules as set out in Annexure C of the REOI.

Information/Documents			Yes
EOI Form (Annexure B)			<input type="checkbox"/>
Returnable Schedules (Annexure C)		Weighting	
Schedule 1	Professional Capability and Experience	30%	<input type="checkbox"/>
Schedule 2	Approach and Methodology	30%	<input type="checkbox"/>
Schedule 3	Similar Past Projects	20%	<input type="checkbox"/>
Schedule 4	Work Health and Safety	20%	<input type="checkbox"/>

By signing this EOI Form, the Respondent:

- a. Acknowledges that the Respondent does not rely upon any warranty or representation made by or on behalf of Glenorchy City Council, and has relied entirely upon its own enquiries and inspections in respect of the subject of its EOI;
- b. Warrants that it has examined this EOI and any other information made available in writing by Glenorchy City Council to Respondents in connection with this REOI;
- c. Has satisfied themselves as to the correctness and sufficiency of their EOI; and
- d. Agrees that its EOI is compliant with the EOI.

Signed by _____

Print name

Print authority to submit EOI

for and on behalf of the Respondent: _____

Signature

ANNEXURE C

Returnable Schedule 1: Professional Capability and Experience

Purpose

Glenorchy City Council is seeking to evaluate the extent to which the Respondent demonstrates a professional capability to design, supply and install the permanent public art and the extent of any relevant past experience of the Respondent.

Information Required

The Respondent is required to provide any information that it considers relevant to its professional capability or experience. This may include:

- (a) Details of the technical and operational capability and expertise of all core team members and subcontractors together with their proposed roles and responsibilities;
- (b) Examples of similar projects undertaken by the Respondent (or core team members of the Respondent). This information should include the project name, location, project description, client, role (eg consortia member, principal contractor, contractor), contract type, project value (\$AUD) and demonstrated relevance to this project; and
- (c) Proof of ability to deliver similar projects in accordance with fixed budgets, contractual deadlines, high workplace health and safety standards, appropriate quality assurance plans and relevant legislative and regulatory requirements.

Returnable Schedule 2: Approach and Methodology

Purpose

Glenorchy City Council is seeking to evaluate the extent to which the Respondent demonstrates a viable approach and methodology to the design, supply and install of permanent public art.

Information Required

The Respondent is required to provide a detailed statement outlining its proposed approach and methodology relating to the design, supply and install of permanent public artwork/si, specifically addressing the Design Considerations.

Returnable Schedule 3: Similar Past Projects

Purpose

Glenorchy City Council is seeking to confirm whether the Respondent has been involved in any previous projects with Glenorchy City Council.

Information Required

The Respondent is required to provide a detailed statement outlining its involvement in any past projects with Glenorchy City Council (including the name of the project, date of the project and relevant contract number).

Returnable Schedule 4: Work Health and Safety

Respondents are to provide details of their work health and safety management system, and details of any past work health and safety incidents (including the nature and date of the incident).