



CITY OF
MITCHAM

Request for Quotes for

Timber Sculptured Public Art Works for City of Mitcham

TF20200923

MITCHAM

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Structure of this Request for Quotes

This Request for Quotes is comprised of three sections:

- Section A - Quote Conditions
- Section B – Specifications
- Section C – Form of Quote and Schedules

Section A - Quote Conditions

1. Definitions

In this RFQ:

- 1.1 **Closing Date** means the time and date specified in clause 2.6, or such later time and date as may be notified in writing to Respondents by the Council.
- 1.2 **Form of Quote** means the form contained in Section C of this RFQ.
- 1.3 **Nominated Contact Person means** the person nominated in clause 2.6.1.
- 1.4 **Quote** means a quote submitted by a Respondent pursuant to this RFQ
- 1.5 **Respondent** refers to any party who responds to this RFQ.
- 1.6 **RFQ** means this Request for Quotes.
- 1.7 **Schedules** means the schedules contained in Section C of this RFQ.
- 1.8 **Specifications** means the specifications specified in Section B of this RFQ.
- 1.9 **Works** means the works sought to be purchased by the Council pursuant to this RFQ.

2. Request for Quotes

- 2.1 The Council seeks Quotes from Respondents for the provision of the Works.
- 2.2 Prices quoted are to be on a lump sum basis and be exclusive of GST.
- 2.3 Any charge not stated in the Quote will not be payable by the Council.
- 2.4 The Respondent must submit:
 - 2.4.1 the original Form of Quote; and
 - 2.4.2 the completed Schedules.
- 2.5 Any Quote may be rejected if it does not conform with the requirements of the Specifications or this RFQ.

2.6 Electronic Lodgement of Quotes

- 2.6.1 Quotes must be lodged by email to the Nominated Contact Person, **Donato Boffa, Business Partner Procurement for the City of Mitcham**, email address: dboffa@mitchamcouncil.sa.gov.au before the Closing Date of **5:00pm on 16 October 2020** and in accordance with the Quote lodgement procedure set out in this clause.
- 2.6.2 Quotes lodged by any other means will not be considered.
- 2.6.3 Respondents warrant that they have taken all reasonable steps to ensure that their Quotes are free of viruses or any other matter which would cause harm to the Council's website or systems.
- 2.6.4 Respondents acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Quote lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date.
- 2.6.5 If Respondents have any problem uploading their Quote, they must contact the Nominated Contact Person prior to the Closing Date. Any failure to do so will result in the Quote being a non-conforming Quote.
- 2.6.6 A Quote is deemed to have been lodged by the Respondent when the Quote has been received by the Council's server.
- 2.7 This RFQ closes on the Closing Date.
- 2.8 Quotes received after the Closing Date will **NOT** be considered.
- 2.9 The Council will not accept any responsibility in the event that a Quote is not received by the Closing Date.
- 2.10 Respondents must not use this RFQ (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Quote. This includes not copying this RFQ (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Quote.

Any queries regarding this RFQ must be made in writing via email to the Nominated Contact Person at least two days prior to the Closing Date. The Nominated Contact Person may (but is not obligated to) respond to a query and may provide this response to other Respondents.

3. **Acceptance of Quote**

- 3.1 The Respondent agrees that the Quote remains open for a minimum period of 90 days after the Closing Date.
- 3.2 This RFQ, together with the Council's written acceptance of the Quote and the issue of an official Council purchase order, constitute the contract between the Council and the successful Respondent.

4. **No Legal Requirement**

The issue of this RFQ or any response to it does not commit, obligate or otherwise create a legal requirement on the Council to acquire the Works from a Respondent.

5. **Council's Rights**

The Council reserves the right to:

- 5.1 amend, vary, supplement or terminate this RFQ at any time;
- 5.2 accept or reject any Quote, including the lowest price Quote;
- 5.3 negotiate with any service provider on all or any part of the Works to be supplied pursuant to this RFQ;
- 5.4 postpone or abandon this RFQ;
- 5.5 add or remove any Respondent;
- 5.6 accept or reject any Quotes;
- 5.7 accept all or part of any Quote;
- 5.8 negotiate or not negotiate with one or more Respondents;
- 5.9 discontinue negotiations with any Respondent; and
- 5.10 include the Respondents' names in Council reports and make them public. This may include the order of Respondents on the basis of quoted price but without the specific amount quoted.

6. Quote Evaluation

In assessing Quotes, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 6.1 compliance with the Specifications including demonstrated understanding of Council's requirements and methodology to be employed;
- 6.2 timeframe for the completion of the Works;
- 6.3 demonstrated experience in completing similar projects;
- 6.4 referees; and
- 6.5 pricing.

7. Respondent's Confidential Information

- 7.1 Subject to clauses 7.2 and 8.1, the Council will treat as confidential all Quotes submitted by Respondents in connection with this RFQ.
- 7.2 The Council will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information:
 - 7.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFQ process or to prepare and manage any resultant agreement;
 - 7.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFQ process;
 - 7.2.3 is disclosed by the Council to the responsible Minister;
 - 7.2.4 is authorised or required by law to be disclosed; or
 - 7.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

8. Governing Law

- 8.1 This RFQ is governed by the law in South Australia.
- 8.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

9. ICAC

Respondents acknowledge that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act 2012* (SA) (**ICAC Act**) and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

Section B – Specifications

Background

Quotations are being sought for an artist to produce two timber sculptured public art works that represent the Kaurna stories and culture within the Mitcham Hills/Plains area.

The Kaurna people's culture reflects personal stories and insightful histories of the Mitcham area, in particular the Brownhill Creek flow line within Hawthorn and Mitcham.

The objective of this project is to provide some visual sculptured artworks which convey historical, relevant, and connected stories from the Kaurna history of the local area, and which express a shared community memory. The works will utilise an existing large gum tree located on the banks of the Brownhill Creek directly opposite the Mitcham Memorial Library, as well as using an in situ existing log saved from the recent redevelopment works along the creek. It is anticipated that the gum tree work will be similar to a Kaurna shield, and the log will be a form of sculpture, carving, or creative seat. The works will provide the opportunity for people to reflect and share their relationship with this unique space.

Site details

The site for the project is the Mitcham Soldiers Memorial Gardens immediately adjacent to the Mitcham Memorial Library, 154 Belair Road, Hawthorn. This is a very popular recreational reserve for cyclists and walkers and offers an ideal space for the community to visit, discover, and engage with the artwork.

Pictured below are images indicating the suggested log for a sculptural treatment, and an example of a shield artwork on an existing tree (within another Mitcham Reserve).



Diagram 1



Diagram 2



The above image indicates the approximate location of both the relevant gum tree and the existing log within the red circled areas.

Opportunity and considerations

This is a unique opportunity to create a statement piece whilst achieving a public art outcome that supports and promotes the community story.

The final artwork/s should reflect the history and symbolisms of the Kurna people within the local area and acknowledge enduring connections.

Accompanying explanatory signage is to be included as part of the completed artwork.

Requirements for the final artwork

- Must be a timber carving/sculpture within the existing materials onsite (unless deemed unsuitable and an appropriate replacement is sourced).
- Must be sculptural or three dimensional in nature,
- Must be created in consultation with Kurna elders or community,
- Must respect the dignity and value of the Kurna people,
- Must be relevant to the local Kurna history
- Must not present a trip or safety hazard to people using the Brown Hill Creek walkway or Soldiers Memorial Reserve,
- Must not be offensive to the Kurna people or trivialise historical stories

- Should be attractive and engaging,
- Should have a minimum life expectancy of ten years,

Submitting a Quotation

To be considered for this project, please provide the following information in your submission:

- your background and relevant experience in the area of public art of this type
- your background and experience in working with Kurna communities
- your resume
- examples of your work (or links to relevant examples of your work online).
- How you will consult with the Kurna elders and/or community

Artists who live in the City of Mitcham are encouraged to submit a quotation, however all submissions with relevant expertise, knowledge, and background will be considered. Experience working with Kurna communities using thoughtful, sensitive and well considered engagement to deliver creative Kurna art/sculptural projects will be highly valued.

Section C – Form of Quote & Schedules

Schedule 1 Form of Quote

I/We _____ (Respondent) on

having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of this RFQ, hereby provide a Quote for the Works.

<p>1. Name of Respondent</p> <p>State in full the name(s) of the Respondent(s) and trading names</p> <p>ABN</p>	
<p>2. Contact Person</p>	
<p>3. Registered Address</p>	
<p>4. Postal Address</p>	
<p>5. Telephone</p>	
<p>6. Fax</p>	
<p>7. Email</p>	

8. Price Schedule

Description	Unit (if applicable)	Rate (ex GST)	Price (ex GST)
<p>Item 1 Artwork on in-situ existing log as per Diagram1</p>	Item		
<p>Item 2 Artwork on existing large gum tree as per Diagram 2</p>	Item		
<p>Item 3 Explanatory signage to accompany artwork</p>	Item		
<p>Item 4 Alternative price for replacement for Item 1 if deemed unsuitable (Rate only)</p>	Item		
Total (Excluding GST)			
			GST
Total (Including GST)			

Schedule 2 Compliance with the Specifications

Please provide details of any departures from the Specifications.

Schedule 3 Timeframe

Please provide an indicative schedule for carrying out the works.

Schedule 4 Insurance

Provide details of insurance currently held by you that would be extended to provide cover for the Works.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Public and products liability					
Professional indemnity (if applicable)					
Property and facilities					
Contents					
Vehicles plant & equipment					
Workers compensation					
Directors and officers (if applicable)					
Other					

The undersigned undertakes that if selected as the successful Respondent, I/we/it will be bound by the conditions provided.

If the Respondent is a company, the Quote must be executed as follows:

Executed by [Insert Company name] pursuant to section 127 of the <i>Corporations Act 2001</i>	
..... Signature of Director Signature of Director/Company Secretary <i>(Please delete as applicable)</i>
..... Name of Director (print) Name of Director/Company Secretary (print)
OR	
..... Signature of Sole Director and Sole Company Secretary	
..... Name of Sole Director and Sole Company Secretary (print)	
OR	
Signed for [Insert Representative's name] by an authorised representative in the presence of:	
..... Signature of witness Signature of authorised representative
..... Name of witness (print) Name of authorised representative (print)
 Position of authorised representative (print)

If the Respondent is an individual, the Quote must be executed as follows:

Signed by [insert name] in the presence of:	
<p>.....</p> <p>Signature of witness</p> <p>.....</p> <p>Name of witness (print)</p>	<p>.....</p> <p>Respondent</p>

If the Respondent is a partnership, the Quote must be executed as follows:

[Drafting Note – Add extra execution clauses for additional partners as necessary]

Partner 1:

Signed sealed and delivered by [insert name] in the presence of:	
<p>.....</p> <p>Signature of witness</p> <p>.....</p> <p>Name of witness (print)</p> <p>.....</p> <p>Address of witness (print)</p>	<p>.....</p> <p>Signature of partner</p>

Partner 2:

Signed sealed and delivered by [insert name] in the presence of:	
..... Signature of witness Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	