



# CITY OF MANDURAH

## Request for Quote (RFQ)

<b>Title:</b>	Mural Artwork Commission – Western Bridge Abutment – Mandurah Bridge
<b>Lodgement Details:</b>	Quotes are to be submitted by email no later than the closing date and time below, to:  <a href="mailto:artsculture@mandurah.wa.gov.au">artsculture@mandurah.wa.gov.au</a>
<b>Closing Date and Time (AWST):</b>	2:00pm (AWST) Monday, 24 June 2024

<b>All enquiries regarding this RFQ should be directed to:</b>	
<b>Name:</b>	Mengda Liu (Liu)
<b>Position:</b>	Arts Development Officer
<b>Email:</b>	<a href="mailto:artsculture@mandurah.wa.gov.au">artsculture@mandurah.wa.gov.au</a>
<b>Phone:</b>	(08) 9550 3883

## Section 1 – Requirements

### 1. Project Overview

Description of Goods and/or Services required

The City of Mandurah is seeking a suitably qualified and experienced mural artist/artist team to plan, design and produce a painted mural artwork on the abutment wall on the western side of the Mandurah Bridge.

The purpose of the commission is to provide a distinctive contemporary mural artwork to enhance atmosphere, vibrancy and pedestrian experience in the area, while also promoting innovative methods to prevent graffiti vandalism.

The artwork should be painted during the Mandurah Arts Festival season during the month of September 2024.

### 2. Scope of Works

Specifications and/or scope of works, including any key deliverables and/or milestones

#### 2.1 Background and Site Information

The City of Mandurah is Western Australia's largest regional city and covers 173 square kilometres, is 50km long yet only 8km wide (at its widest point), and stretches from Madora Bay and Lakelands in the north to Herron and Clifton in the south.

The first people known to have inhabited the area were the Bindjareb tribe of the Bibbulmun Nation. The locality then was known as Mandjoogoordap, which translates as 'meeting place of the heart'. After European settlement the name was adapted to Mandurah. Today, Mandurah has experienced phenomenal growth, from a seaside village of less than 2000 residents in 1954 to a city in excess of 99,000 people.

In March 2018, a new Mandurah Bridge was built as the replacement of the old bridge. The Mandurah Bridge features four lanes with separate wide pedestrian and cycle access, fishing platforms, decorative and functional lighting and surrounding landscape treatments.

In late 2021, a permanent public artwork *Meeting Place* was installed that combines the sculptural form with dynamic lighting and audio to connect with the landscape and reflect the nearby estuary and community of Mandurah.

The nearby play space is a hub for families and friends to meet, play and rest. Designed for people of all ages and abilities, including a fully-enclosed area, the play space is full of fun and activity year-round. Its design is inspired by Mandurah's heritage, character and world-renowned natural environment. It connects the land and water by featuring elements from Mandurah's iconic waterways including boating and estuary themed sculptural play.

The skate and activity space features 3 skate zones and surrounding recreation areas catering for skaters, BMX and scooter riders of all levels. The central lawn opens up to activation nodes including a half basketball court. Coupled with extensive terrace seating, the area creates various forms of passive and active recreation for the whole family to get involved in or sit and take in the spectacle.

More information can be found on the City of Mandurah Website.

## **2.2 Strategic Objectives**

### **Alignment to the Strategic Community Plan 2020 – 2040:**

- 2.1 Promote safety within the community through urban design
- 2.2 Promote a positive identity and image of Mandurah based on its unique lifestyle offerings
- 2.4. Promote and encourage community connection to create social interaction and a strong sense of belonging

### **Alignment to the Arts and Culture Strategy 2023 – 2028:**

- 3.1 Celebrate Mandurah's cultural identity and the achievements of the community from north to south through a cultural place enrichment approach
- 3.4 Reinforce and support the community's complex and passionate relationship with the natural and built environment through its arts and culture program delivery
- 4.1 Promote Mandurah as a desirable city to live, work, visit and invest in through its cultural offering

## **2.3 Event Use of the Adjacent Area**

The area underneath the bridge on the Western foreshore has been repeatedly used for music events with the abutment wall as a backdrop for performances from West Australian Opera, Australian Baroque, Beats Under the Bridge (youth event) and will be hosting the Perth Symphony Orchestra as part of the Mandurah Arts Festival in early October 2024. These events happen during the day and evening when AV is used.

## **2.4 Commission Scope**

The artwork will be painted primarily on the main abutment wall on the western side of the bridge (photo Fig.2.8) with the possibility of the design overlapping onto the north and south wings to entice pedestrians around to view the artwork. The artwork need not completely cover the whole area.

The dimensions of the abutment breast wall are: 2,188cm wide, 300cm high approximately.

The dimensions of the north wing wall are: 3,000cm wide, from 330cm east to 150cm west high approximately.

The dimensions of the south wing wall are: 2,700cm wide, from 500cm east to 300cm west high approximately.

## 2.5 Key Deliverables

Respondents will be required to take end to end responsibility to plan, design and produce a mural on the western abutment of the Mandurah Bridge, including oversight any subcontractors required.

## 2.6 Theme:

- Atmospheric, ambient, decorative
- Complementary to the performances programmed and usage of the space at all times of the day
- Sensitive to the waterway environment

## 2.7 Accessibility of Site

The area is accessed from the carpark on the south side of the bridge, the skate park and play area on the north side and from the pedestrian and cycle path from the eastern side of the bridge.

## 2.8 Views and Vantage Points of Site









### 3. Responsibilities

#### 3.1 Respondent's Responsibilities:

The respondent will be responsible for the following duties (and any other necessary duties not belonging to the City):

- Concept creation in liaison with City and agreed level of community engagement
- Creation of final mural design and submission to the City for approval prior to commencing the artwork with up to 3 changes to final design
- Execution of the approved design
- Supply of all materials and equipment required to create the mural
- Project management based on approved timeline
- An opportunity for festival goer and the community to view the completion of the mural at the Mandurah Arts Festival 2024 period (Sept 2024) and to be completed in time for the concert programmed for the 5 October.
- Provision of materials that have minimum intended life span of at least 5 years, providing brand and data sheet for paints
- Dispose of waste materials such as empty aerosol/paint cans and clean any paint spatters in a sustainable and responsible manner, and use drop sheets where necessary
- Manage subcontractors and holding of associated insurances
- Base preparation of the wall
- Ant-graffiti coating provided with data sheet for the product
- Risk management
- Manage the safe delivery of the mural
- Complete required contactors induction
- Provision of maintenance schedule for the mural (including for example, appropriate maintenance treatments, suitable cleaning products, listing of paint types and colours)
- Establish an agreed life of the mural
- Regular communication with City
- Hold the relevant insurances outlined in Insurance Requirement section below

- Warrant workmanship for a period of one year from the agreed mural completion date for any defects and for reasonable repairs

### 3.2 City of Mandurah Responsibilities:

The City will be responsible for the following items:

- Liaise with the artist in relation to mural design and installation
- Support with introducing and linking artist to community
- Review draft(s) and approval final design prior to commencement of mural painting
- Ensure walls are in a suitable condition, including existing substrates, to paint over with acrylic based paint
- Initial clearing and cleaning of the site
- Marketing, including inclusion in 2024 Mandurah Arts Festival marketing
- Documentation of the project (e.g., photographs)
- Ongoing maintenance and decommissioning
- Attribution of the artist in any media or reproductions where the artwork is included.

Any additional requests of the City by the respondent must be clearly outlined in the project proposal and are not guaranteed.

### 4. Timeline

Activity	Key date
RFQ opens	Wednesday, 5 June 2024
RFQ applications close	2:00pm (AWST) Monday, 24 June 2024
Successful artist(s) notified	by Friday, 5 July 2024
Project inception meeting	by Friday, 12 July 2024
Final design approval	by Friday, 2 August 2024
Artwork installation	September 2024

### 5. Budget

Please provide a full quote. All quotes must include a clear budgetary breakdown of the costs. The budget is to be inclusive of all costs associated with the Commission, including but is not limited to, artist fees, design development, travel, accommodation, equipment, materials, labour, equipment and other associated costs for the delivery of the work.

Staged payments will be made to the artist(s) in accordance with the following project milestones as specified (negotiable):

Milestone	Payment
On signing the Letter of Agreement	10%
Final design approval	30%



Installation completion	70%
<b>Total</b>	<b>100%</b>

It is not intended that this RFQ include a shortlisting process.

## 6. Evaluation Criteria & Submission Requirements

Artists/artist teams responding to this RFQ are required to submit a proposal that includes:

Criteria	Weighting
<b>Statement of Approach:</b> <ul style="list-style-type: none"> <li>- A statement in response to the RFQ outlining your interest, concept approach responding to themes, and understanding the context and area</li> </ul>	40%
<b>Skills and Demonstrated Experience:</b> <ul style="list-style-type: none"> <li>- Curriculum Vitae demonstrating your skills, knowledge and experience in relation to your arts practice</li> <li>- Provision of the contact details of two referees</li> <li>- Previous Artwork Examples: Up to ten images of previous mural artworks that demonstrate your arts practice and the style of work you would bring to this project.</li> </ul>	30%
<b>Understanding of the Proposed Methodology and Requirements:</b> <ul style="list-style-type: none"> <li>- Provide a methodology/work plan, e.g., indication of materials, fabrication, equipment to be utilised, installation methods and maintenance, durability, stakeholder consultation</li> <li>- Provide a detailed timeline for completion during the Mandurah Arts Festival 2024 during the month of September (max 2 pages)</li> <li>- Provide an overview of how you will approach risk management and mitigation including but not limited to site management, storage and movement of materials, risks to timelines</li> </ul>	15%
<b>Value for Money</b>	15%
<b>Total</b>	<b>100%</b>

<b>Delivery address of Goods and/or Services:</b>  City of Mandurah Hall Park, Western Foreshore Mandurah, WA 6210
<b>Contract Term:</b>  Contract will expire on completion of the supply of the services, and receipt of a maintenance document.
<b>Commencement Date:</b>  Upon receiving a signed copy of the contract.

Information for Respondents	
<b>RFQ Conditions</b>	This RFQ process will be governed by the RFQ Conditions contained in <b>Section 2</b> .
<b>Contract Commencement</b>	A contract will be formed with the successful Supplier on the issue and acceptance of the City's Purchase Order.
<b>Contract Extensions</b>	Any agreement to extend the Term of the contract formed with the successful Supplier must be mutually agreed in writing between the parties.
<b>Contract terms and conditions</b>	A purchase order will be issued to the Successful Supplier which will be subject to the City of Mandurah Standard Terms and Conditions. A copy can be viewed on the City's website <a href="#">City of Mandurah Supplier Standard Terms and Conditions.pdf</a> The Successful Supplier will also be bound to the City's Guidelines and Procedure for Contractor Occupational Safety and Health. A copy can be viewed on the City's website <a href="#">Guidelines and Procedure for Contractor Work Health and Safety</a>
<b>Insurance requirements</b>	(a) Workers' Compensation Insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981(WA)</i> ; (b) Public Liability insurance for a minimum of \$20 million in respect of each claim (c) Current Working with Children if undertaking community engagement (d) Personal income protection and Personal Injury insurance (sole traders)
<b>Evaluation criteria</b>	Refer to 8. Evaluation Criteria & Submission Requirements. It is anticipated that upon assessment, the City will make a decision regarding the outcome of the RFQ. It is not intended to undertake a shortlisting process.
<b>Additional Information</b>	<ul style="list-style-type: none"> <li>• The successful Respondent may be required to complete a contractor's induction with the City (via email and/or online training) prior to the event, and an onsite induction on arrival (approx. 15 minutes to complete)</li> <li>• The successful Respondent must adhere to the City's <a href="#">Contractors OSH guidelines and procedures</a> at all times</li> <li>• A risk management plan</li> </ul>

	<ul style="list-style-type: none"> <li>• The successful Respondent must act in line with the standard expectation of suppliers onsite document (attached)</li> <li>• The successful Respondent may be required to provide a list of any equipment utilised and the replacement value of each item to be added to the City's insurance register</li> </ul>
<b>Providing a quote</b>	Respondents must complete <b>Section 3 – Respondents Offer and any other required information to be attached</b>
<b>Offer Validity Period</b>	The Respondents Offer will be binding for a period of 60 days (unless mutually extended by the City and the Respondent) in accordance with the RFQ Conditions. On acceptance of the Offer and issue of a City Purchase Order the City's Terms and Conditions will apply.

<b>Definitions</b>	
<b>City</b>	City of Mandurah, 3 Peel Street, Mandurah, WA, 6210
<b>Requirements</b>	The goods or services requested by the City
<b>Respondent</b>	Party who has or intends to submit an Offer to the City
<b>Respondents Offer</b>	Offer in response to this RFQ to supply the Requirements
<b>Specification</b>	The detailed statement of particulars of the work or services required to supply the Requirements.
<b>Supplier</b>	The organisation, corporation or business who is notified as successful awarded by the City

## Section 2 – RFQ Conditions

### 1. Interpretation

These RFQ Conditions may be used where the City of Mandurah (City) is seeking quotes from prospective Suppliers with an intention of entering into a Contract with a Supplier determined to be the most advantageous to the City.

### 2. RFQ process

#### 2.1. Supplier acceptance

By submitting a quote, the Supplier:

- (a) accepts these RFQ Conditions.
- (b) offers to enter into a Contract with the City to provide the Goods, Services as specified in the RFQ and/or attachments, which on acceptance will form part of the contract,
- (c) will hold firm its prices for the Offer Validity Period stated.

#### 2.2. City discretion

The City may make changes to the RFQ process in its absolute discretion by notifying the Suppliers in writing. Without limitation, the City may:

- (a) make minor changes to the Requirements;
- (b) extend the Closing date and time;
- (c) reject a quote received after the Closing date and time;
- (d) accept non-Conforming Offers, alternative or innovative offers,
- (e) reject any or all quotes;
- (f) amend evaluation criteria stated in the RFQ before it closes, by notifying such amendments in writing;
- (g) hold discussions with a preferred Supplier on any matter contained (or proposed to be contained) in a quote to the exclusion of others;
- (h) request all or some Suppliers to attend site visits, provide references and additional information, and/or make themselves available for panel interviews;
- (i) cancel the RFQ process by written notice.

The Supplier will not make any claim in connection with a decision by the City to exercise or not to

exercise any of its rights in relation to the RFQ process.

### 3. Alternative offers

A Supplier should submit a conforming offer as well as submitting an alternative offer. Alternative offers should offer innovation as well as supporting the City's value for money objectives.

### 4. No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the RFQ, the Requirements, the accuracy of all information and documents provided by or on behalf of the City, and all other matters relevant to the Supplier's quote. If the RFQ relates to specific site works the Supplier must ensure they familiarise themselves with likely site conditions and potential hazards or risks that may be associated with the delivery of the goods, services or requirements.

### 5. Supplier cost

Participation in the RFQ process is at the Supplier's cost. The City is not required to pay compensation to the Supplier in relation to the RFQ process in any circumstances, for any reason.

### 6. Subject to contract

The City's Purchase Order is the formal offer to the Supplier to supply the Goods or Services described which on acceptance by the Supplier, constitutes a binding contract between the Supplier and City.

### 7. Compliance

The Supplier must:

- (a) direct all enquiries relating to the RFQ to the City's nominated contact person, and not discuss the RFQ with any other person except as required to prepare its quote.
- (b) ensure that all information provided as part of its quote is complete, accurate, current, and not misleading.
- (c) comply with all Laws.
- (d) keep confidential all confidential information which it obtains as part of the RFQ process, not use it except for the purpose of responding to the RFQ, and not disclose it except to its Personnel on a need-to-know basis for the purpose of

responding to the RFQ, or with the City's consent, or to the extent required by Law, or to its professional advisors.

- (e) not make any public announcements or advertisement relating to the RFQ process.
- (f) ensure that its Personnel also comply with these requirements.
- (g) ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by the Supplier in connection with the RFQ process are complete, accurate, up-to-date and not misleading in any way. The Supplier must immediately tell the City if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

## **8. Anti-competitive conduct, conflict of interest**

### **8.1. Anti-competitive conduct**

The Supplier warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the RFQ process or any actual or potential contract with any entity for goods and services similar to the Goods and Services.

### **8.2. Conflict of Interest**

The Supplier warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these RFQ Conditions or the proposed Contract, except as disclosed in the Supplier's quote.

The Supplier warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the City and the Supplier's interests during the RFQ process.

The Supplier warrants that it will immediately notify the City if any Conflict of Interest arises after lodgement of the Supplier's quote.

### **8.3. Warranties are ongoing**

The warranties in this section are provided as at the date of the Supplier's response to the RFQ and on an ongoing basis until the later of the City notifying the Supplier that its quote has been rejected and expiry or termination of any Contract entered pursuant to the RFQ process.

The Supplier warrants that it will immediately notify the City if it becomes aware that any warranty made in this section was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

### **8.4. Breach of warranty**

In addition to any other remedies available to it under Law or contract, the City may, in its absolute discretion (but is not required to), immediately disqualify a Supplier that it believes has breached any warranty in this clause.

## **9. Supplier Confidential Information**

The City will keep confidential all confidential information of the Supplier which it obtains as part of the RFQ process. The City may use Supplier confidential information for the purposes of the RFQ process.

The City may disclose Supplier confidential information externally:

- (a) as required by Law; or
- (b) to its professional advisors.

The City may publish the following information on its website or inform unsuccessful Suppliers at the conclusion of the RFQ process:

- (a) the name of the successful Supplier;
- (b) the lump sum offered (Schedule of Rates will be excluded).

### Section 3 – Respondents Offer

**Instructions to Respondents**

Complete all sections of the table below and return it together with any attachments to the email address nominated on the front of this Request for Quote.

Respondent Offer	
<b>Request for Quote Title</b>	
<b>Registered entity name of Respondent</b>	
<b>Business/Trading name</b> (if applicable)	
<b>Registered Street Address of Business</b>	
<b>Postal Address</b> (if different from above)	
<b>Business status</b>	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Other:
<b>ACN</b>	
<b>ABN</b>	
<b>Are you a Local Supplier?</b> (Permanent office located within the municipal area (district) of the City for at least six (6) months.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Are you a registered Aboriginal Business?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Are you a registered Disability Enterprise?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Contact Person</b>	<b>Name:</b>
	<b>Position:</b>
	<b>Email:</b>
	<b>Ph number:</b>
<b>Acceptance of the City's Terms and Conditions and OSH Guidelines and Procedure</b>	<input type="checkbox"/> I agree with the City of Mandurah Terms and Conditions
	Or
	<input type="checkbox"/> I disagree with the City of Mandurah Terms and Conditions
	<input type="checkbox"/> I agree with the City of Mandurah Contractor OSH Guidelines and Procedure.

Qualitative Criteria		
<b>Statement of Approach</b>	Respondents are to demonstrate how the goods or services offered meet the requirements of the specification/ scope of work <i>Insert additional criteria (if applicable)</i>	
<b>Skills and Demonstrated Experience</b>		
<b>Methodology and Requirements</b>		
<b>Additional Information</b>		
<b>Warranty details</b> (if applicable)	If a warranty period applies to the goods/services, then the Supplier must insert details of the warranty offered here (e.g., warranty period and warranty conditions)	
Pricing information		
<b>Lump Sum Price</b>		
<b>Schedule of Rates</b> (if applicable)		
<b>Payment milestones</b> (if applicable)	If payment milestones are different to the proposed, then insert details below:	
<b>Insurance Details</b>	For any insurance policies specified in Section 1 (other than Workers' Compensation insurance), provide the following details:	
	<i>Type of policy:</i>	
	<i>Insurer:</i>	
	<i>Expiry Date:</i>	
	<i>Insured Amount:</i>	

Declarations	
<b>Conflict of Interest</b>	Suppliers must give details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert "None to declare".
<b>Authorisation and execution by Supplier</b>	<p>As the authorised officer named below, I certify that:</p> <p>(a) I am authorised to submit the response as the Supplier's representative.</p> <p>(b) The Supplier understands and has complied with the Requirements of the Request for Quote.</p> <p>(c) The Supplier's response is complete, accurate and not misleading in any way.</p>
	<b>Name:</b> <input type="text"/>
	<b>Position:</b> <input type="text"/>
	<b>Signature:</b> <input type="text"/>
	<b>Date:</b> <input type="text"/> Click or tap to enter a date.