



## **Request for Expressions of Interest**

### **Re-Imagining Bottle Alley – A Public Art Project**

**16780**

**Release Date: 1 February 2022**

**Closing Date and time: 15 March 2022 at 2pm AEST**

# Information for Respondents

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## 1. Overview

### 1.1 Background

Ipswich, is the fastest growing city in Queensland, with a population of 231,000 which is projected double in the next 20 years. It is identified as a principal regional activity centre in the South East Queensland Plan. The multi-cultural population includes people from over 163 countries of origin, with over 153 languages spoken. The city recognises the significance that public art can play in strengthening local identity and enriching the visual environment.

Ipswich City Council (Council), is calling for Expression of Interest (EOI) submissions from suitably experienced public artists, muralists, designers and creatives, or a consortium of artists and designers for a Public Artwork opportunity as part of the Ipswich Central Revitalisation, in Ipswich, Queensland. This artwork will help to create a sense of place and cultivate community pride and identity.

Responses to this EOI will be assessed by establishing a select list of artists who will be invited to participate in a competitive concept design phase with the successful artist offered a Design & Construct agreement for the commission.

### 1.2 Purpose

Bottle Alley is a laneway in Ipswich Central connecting Ellenborough Street to the Nicholas Street Precinct. Bottle Alley has played a significant role in the story of Ipswich, with evidence suggesting that Bottle Alley has been in existence as a public thoroughfare since as early as 1864.

Council would like to celebrate the laneway by a commissioning Public Art work that focuses on telling a story of the “**Lost Buildings of Ipswich Central**” which delights, inspires and educates.

Council is seeking expressions of interest from experienced public artists, muralists, designers and creatives, or a consortium of artists and designers to submit designs to deliver the public art concepts for Bottle Alley.

### 1.3 Council Objectives

In conducting this REOI, Council objectives are:-

- (a) identify innovative solutions as to how Respondents could provide contemporary art that supports council’s vision for the role that public art promotes in public spaces;
- (b) identify Respondents that are competent, experienced had have the necessary financial and organisational framework in place to implement those solutions;
- (c) identify solutions which Council may utilise in preparing its Request for Tender; and
- (d) enable Council to produce a shortlist of Tenderers to which it may issue a Request for Tender.

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## 2. Structure of this Request for Expressions of Interest

This Request for Expressions of Interest (REOI) is comprised of the following documents:

Information for Respondents		This section outlines the objectives of this REOI and provides background information on the Project. Nothing in this section limits or affects the operation of the REOI Conditions.
REOI Conditions		This section details the conditions under which the REOI process will be conducted.
Schedule 1	Requirements	Schedule1 contains Council Requirements for the Project.
Schedule 1	Attachment 1	History of Bottle Alley
Schedule 1	Attachment 2	Revitalising Ipswich Central: A prospectus to guide change
Schedule 1	Attachment 3	Revitalising Ipswich Central: From Plans into Action
Schedule 1	Attachment 4	Top of Town and Centre Core Place Plans
Schedule 1	Attachment 5	Bottle Alley Dimensions map
Schedule 1	Attachment 6	Bottle Alley Dimensions image
Schedule 2	Response Annexures	Schedule 2 contains Response Annexures which are to be completed and submitted by Respondents as part of their Expression of Interest.

### 3. Indicative Timetable

Council envisages that this REOI will be conducted in accordance with the following timetable. All dates are indicative only and subject to change at the discretion of Council.

Date	Milestone
Tuesday 1 February 2022	Release of REOI documentation
2 March 2022	Last day for clarification requests
15 March 2022 at 2pm AEST	Closing Time for Expressions of Interest
26 April 2022	Anticipated date for issue of Request For Tenders

### 4. Council Representative

Shyanne Ward, Category Specialist

# REOI Conditions

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## 1. Definitions and interpretation

### 1.1 Definitions

In these REOI Conditions, unless the context indicates otherwise:

**Closing Time** means the closing time and date identified in section 3 of the Information for Respondents, or later closing time or date as Council may notify in writing.

**Council** means Ipswich City Council.

**Council Representative** means the person identified as Council Representative in section 4 of the Information for Respondents, or any other person from time to time appointed in writing by Council to be Council Representative for the purposes of these REOI Conditions.

**Expression of Interest** means an expression of interest made by the Respondent in accordance with these REOI Conditions.

**Lodgement** means submission of an Expression of Interest using the Portal in accordance with clause 6.

**Personal Information** has the same meaning as in the Information Privacy Act 2009 (Qld).

**Portal** means the online portal used by Council for this REOI process known as Vendor Panel located at [Vendorpanel.com.au/Publictenders.aspx](http://Vendorpanel.com.au/Publictenders.aspx).

**Project** means the project identified in section 1 of the Information for Respondents.

**REOI** means this request for Expressions of Interest.

**REOI Documents** means the documents listed in clause 3.1.

**Requirements** means Council requirements outlined in Schedule 1.

**Respondent** means a person invited to lodge an Expression of Interest.

**Response Annexures** means the Response Annexures referred to in clause 3.1(d) which form part of the REOI Documents.

**Supplementary Notice** means a supplementary notice issued by Council or Council Representative under clause 3.3.

### 1.2 Interpretation

In these REOI Conditions:

(a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

(b) a reference to:

(i) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

- (ii) a person includes an individual, the estate of an individual, a corporation, a Government, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (iii) a numbered clause is a reference to a clause in these REOI Conditions;
- (iv) a document (including the REOI Documents or any one of them) is to that document as varied, novated, ratified or replaced from time to time;
- (v) a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements; and
- (vi) information includes information communicated in whatever form, including electronic or oral;
- (c) **includes** in any form is not a word of limitation; and
- (d) a reference to **\$** or **dollar** is to Australian currency.

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## **2. Submission of Expression of Interest**

### **2.1 Invitation**

Council invites the Respondent to submit an Expression of Interest in accordance with the REOI Documents. This document is not an offer by Council to any Respondent and the Expression of Interest is not an offer by the Respondent to Council.

### **2.2 REOI Conditions binding**

By submitting an Expression of Interest, the Respondent acknowledges that the Respondent is bound by these REOI Conditions.

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## **3. REOI Documents**

### **3.1 REOI Documents**

The REOI Documents comprise the following:

- (a) the Information for Respondents;
- (b) these REOI Conditions;
- (c) Schedule 1 - Requirements;
- (d) Schedule 2 - Response Annexures;
- (e) any Supplementary Notices; and
- (f) any other document issued to the Respondent by Council or Council Representative and expressly stated to be an REOI Document.

### **3.2 Ownership**

The REOI Documents, and the copyright in them, are and remain the property of Council. A Respondent may only use or reproduce the REOI Documents for the purpose of submitting an Expression of Interest.

### **3.3 Amendment of REOI Documents**

- (a) At any time Council may, for any reason, clarify, add to, modify or otherwise amend the REOI Documents by issuing a Supplementary Notice.
- (b) Supplementary Notices will be made available on the Portal. While the Portal may provide for notification of submission of a Supplementary Notice to the Portal by Council, it is the responsibility of each Respondent to regularly check the Portal for any Supplementary Notices.

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## **4. Further information**

### **4.1 Clarifications**

- (a) If the Respondent is in doubt as to the meaning, intention, completeness or accuracy of any of the REOI Documents, the Respondent may submit through the Portal a request for clarification to the Council Representative.
- (b) Council is not required to accept or respond to any request for clarifications received after the last day for clarification requests specified in section 3 of the Information for Respondents.

### **4.2 Discussions and meetings**

- (a) Council may hold discussions, meetings or workshops with any one or more Respondents, either individually or collectively, at any time.
- (b) Without limiting these REOI Conditions in any way, Council may, if it believes appropriate, issue Supplementary Notices to address matters arising out of any discussion or meeting.

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## **5. Respondent to inform itself**

Neither Council, nor any councillors, officers, employees, agents or advisors of Council, warrant guarantee or make any representation, or assume any duty of care, or (to the extent permitted by law) accept any liability, with respect to the completeness, accuracy, adequacy or correctness of the REOI Documents.

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## **6. Lodgement of Expression of Interest**

### **6.1 Requirement to lodge**

Lodgement of the complete Expression of Interest must occur by the Closing Time.

### **6.2 Expression of Interest to be lodged through Portal**

The Expression of Interest must be submitted using the Portal in accordance with the guidelines and limitations specified by the Portal. An Expression of Interest is not lodged unless the Respondent has received a response receipt confirmation number and list of uploaded documents.

### **6.3 Complete Expression of Interest**

Expressions of Interest must be complete in themselves. Council reserves the right not to consider any information referenced externally (e.g. by Internet hyperlink).

## **6.4 Terms and conditions of Portal**

- (a) Respondents will comply with the terms and conditions of the Portal.
- (b) Council is not the provider of the Portal and accordingly makes no warranties regarding the operation of the Portal and is not liable for any act or omission of the operator of the Portal.

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## **7. Expression of Interest requirements**

- (a) The Respondent may submit an Expression of Interest by completing and lodging the Response Annexures in accordance with clauses 6 and 7 of these REOI Conditions.
- (b) Response Annexures must be lodged in an electronic format that is able to be viewed by Council.
- (c) The completed Response Annexures must be in the English language and all measurements and quantities must be in metric units and in accordance with the International System of Units (SI units).

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## **8. Ownership and disclosure of Expressions of Interest**

### **8.1 Ownership and retention**

Council will own and retain all Expressions of Interest.

### **8.2 Intellectual property rights in Expressions of Interest**

- (a) Copyright and any other intellectual property rights in an Expression of Interest will, as between Council and the Respondent, belong to the Respondent.
- (b) The Respondent grants to Council a non-exclusive, fully paid and royalty free, perpetual, assignable licence to use, reproduce and adapt the Expression of Interest as it sees fit for purposes related to the Project.
- (c) The Respondent warrants that it has all the rights necessary to grant the licence referred to in clause 8.2(b) and that Council's use of the Expression of Interest will not infringe the intellectual property rights of any person.

### **8.3 Disclosure of Expressions of Interest**

Without limiting Council rights under clauses 8.1 and 8.2, any Expression of Interest submitted and any other information provided by a Respondent are received on the basis that Council will be under no confidentiality restraints in respect of that information. Council may use information submitted in this REOI process in the development of a Request For Tenders or otherwise for the purpose of the Project. Accordingly a Respondent should not apply any confidentiality markings to an Expression of Interest or other information provided to Council.

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## **9. Information Requests**

- (a) After the Expression of Interest has been lodged, the Council Representative may request the Respondent to submit further information (**Information Request**).
- (b) The Respondent must respond promptly to Information Requests.
- (c) Information provided by the Respondent in response to an Information Request will be taken to form part of the Expression of Interest.

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## **10. Variations, late and non-conforming Expressions of Interest**

### **10.1 Rejection of late and non-conforming Expressions of Interest**

(a) An Expression of Interest:

(i) where Lodgement did not occur by the Closing Time as required by clause 6.1; or

(ii) which does not comply in every respect with the requirements of the REOI Documents (including these REOI Conditions),

may be treated as non-conforming and rejected or not considered regardless of the reason for the late lodgement or the non-conformance.

(b) Despite clause 10.1(a), Council reserves the right in its absolute discretion to consider and accept any Expression of Interest.

### **10.2 Variations to Expressions of Interest**

A Respondent may replace, amend or supplement its Expression of Interest if invited to do so by Council. Council may ask for replacement, amended or supplemental Expressions of Interest from one or more Respondents but is under no obligation to do so. Council is entitled to accept a replacement, amended or supplemental Expression of Interest from a Respondent (whether requested by Council or not) in its absolute discretion, without reference to any other Respondents.

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## **11. Council discretion**

### **11.1 Rights of Council**

Council (either itself or through the Council Representative) reserves the right in its absolute discretion and without limiting any other rights which Council may have whether under these REOI Conditions or otherwise, to do any one or more of the following:

(a) withdraw its invitation to submit an Expression of Interest;

(b) amend the REOI Documents;

(c) vary, suspend or terminate the REOI process;

(d) extend the Closing Time;

(e) change the manner of Lodgement;

(f) receive, consider or evaluate any Expression of Interest (whether a conforming or non-conforming Expression of Interest);

(g) reject or refuse to consider or evaluate any Expression of Interest or all Expressions of Interest or terminate at any time further participation in the process by any Respondent;

(h) adopt different approaches with different Respondents;

(i) require additional information from any Respondent;

(j) hold discussions or meetings with one or more Respondents at any time during the REOI process;



- (k) invite further or other Respondents to submit an Expressions of Interest;
- (l) short list Respondents, or elect not to short list or select any Respondent as a preferred Respondent, or having selected a Respondent on a short list or as a preferred Respondent, terminate that selection;
- (m) select multiple Respondents as preferred Respondents;
- (n) not proceed with the Project;
- (o) waive any requirement or obligation under these REOI Conditions; and
- (p) take such other action as it considers, in its absolute discretion, appropriate in relation to the REOI process.

## **11.2 Reasons**

Council may, but is not obliged to, provide reasons for its decisions under this clause 11 and no Respondent is entitled to enquire into the basis of Council decisions under this clause 11.

## **11.3 No liability**

To the extent permitted by law, Respondents will have no claim against Council or the Council Representative arising out of Council's exercise, or failure to exercise, any rights under these REOI Conditions.

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# **12. Right to information, information privacy and disclosure**

## **12.1 Right to Information Act 2009**

Respondents are advised that information contained in an Expression of Interest is potentially subject to disclosure to third parties under the Right to Information Act 2009 (Qld).

## **12.2 Information Privacy Act 2009**

If the Respondent collects or has access to Personal Information as a result of the REOI process, the Respondent must comply with Parts 1 to 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) in relation to the collection, storage, handling, accessing, amendment, management, transfer, use or disclosure of the Personal Information, as if the Respondent was Council.

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# **13. Miscellaneous**

## **13.1 Respondent bears costs**

No reimbursement, payment or compensation will be made or given by Council to any Respondent for any costs, losses or expenses, whether directly or indirectly incurred by that Respondent:

- (a) in preparing its Expression of Interest; or
- (b) otherwise in connection with the REOI process,

and Respondents will bear their own such cost, losses and expenses.

### **13.2 No solicitation**

If the Respondent or any person on its behalf makes any attempt to canvass, solicit or approach:

- (a) Council;
- (b) any councillor, employee, consultant or agent of Council (other than Council Representative pursuant to the process in clause 4),

in respect of any matter relating to or arising out of its Expression of Interest, the Expression of Interest may be rejected.

### **13.3 No implied terms**

To the extent permitted by law, the REOI Documents:

- (a) embody the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersede any prior written or other agreement of the parties,

with respect to the conduct of the REOI process.

### **13.4 Public announcements**

A Respondent must not make any public announcement or advertisement in relation to the REOI process without the prior written consent of Council.

### **13.5 Address for notices to Respondent**

Notices given to the Respondent may be posted or emailed to the Respondent's address for notices given in Response Annexure A, and such posting or transmission will be taken to be good service of notices.

### **13.6 Governing law and jurisdiction**

- (a) These REOI Conditions and the Respondent's agreement to be bound by them, are governed by and are to be construed according to the laws of Queensland.
- (b) Each Respondent will irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland (and the courts to which appeals from those courts may be made) with respect to matters arising under or in connection with these REOI Conditions and the Respondent's agreement to be bound by them.
- (c) Each Respondent irrevocably waives any objection it may now or in the future have to the venue of any proceedings in connection with these REOI Conditions and the Respondent's agreement to be bound by them, and any claim it may now or in the future have that any such proceeding has been brought in an inconvenient forum, where that venue falls within clause 13.6(b).