



Townsville Airport Terminal

Art project

Expression of Interest

Issue date: 20 January 2022

1. Introduction

As Townsville Airport terminal works progress, an opportunity has been created for artwork to be displayed on the terminal corridor wall.

The wall has two different panels that require artwork – panel one measures 76sq m and panel two measures 77sq m.

This project coincides with both the city and Townsville Enterprise Limited highlighting culture as a key focus and something which is intrinsically linked to both improved liveability for its residents and enjoyment for visitors.

A fee of \$20,000 will be paid to the successful artist.

1.1 Details

Townsville Airport is commissioning an artist to develop a piece or pieces to be installed on the walls of the terminal corridor.

A three-phase selection process of will occur: phase 1. initial expressions of interest, phase 2. concept design (for select entries, up to three in number) and phase 3. selection of art work.

1.2 Location

The art installation is within the terminal along a newly constructed interior wall, which forms a corridor between the refurbished check-in and baggage reclaim areas. The wall is under construction, with completion anticipated in early 2022.

1.3 Context

Key upgrades at the Townsville Airport terminal have moved forward this year – despite the impacts of travel restrictions.

The first project – involving the security screening area, check-in and adjoining retail space – was awarded to local company Core Developments NQ following an extensive tender process. Thanks to a Federal Government grant, this project has created 17 construction jobs directly and will take about six months to complete. The project, which is well-progressed, includes a reconfiguration of the security screening area to make it about three times larger and accommodate the Federal Government's enhanced security screening requirements. The security screening project will see Townsville passengers using the latest technology, ahead of many other airports in the country. This project will be finished in early 2022.

The second project is a \$6.4 million water and sewer upgrade. These works are the foundation for future growth and development of the Townsville Airport. The water supply, fire system and sewer works are expected to be completed by June. Townsville-based CES Civil is undertaking the works, employing about 20 contractors.

2. Scope

2.1 Opportunity

This project creates an opportunity to:

- further engage with the North Queensland cultural community
- engage with the wider community and highlight the overall works, as travel confidence rebuilds
- draw a stronger link between the local environment and the Townsville Airport terminal.

2.2 Project Brief

The designs could explore:

- textures
- movement
- organic shapes
- tropical colours

The design might also act as a wayfinding device through this area, drawing a natural flow from one end to the other – as it is a walkway.

It is also important that the design fits with the new interior design of the terminal.

Incorporation of sustainability into the artwork concept is encouraged.

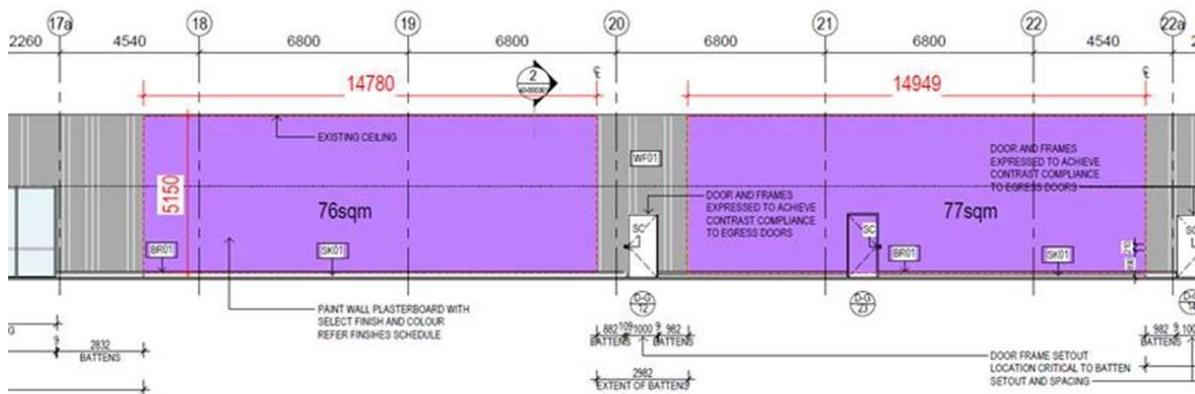
2.2.1 Theme

There is no defined theme for this work. But artists are encouraged to consider the natural and social environment of North Queensland, along with the fact that Townsville Airport is a key gateway to this vibrant region.

2.2.2 Materials and Size

The proposed artwork must be suitable for an indoor installation space where thousands of people pass through each day. Materials must be suitable to be touched by the public including children. The artwork should aim to be vandal resistant, eliminate public safety risks, have minimal maintenance and a minimum expected life span of five years. Artists are also encouraged to consider sustainability when designing the work.

Exact dimensions for both spaces are shown in the diagram below:



Art Wall Areas, Main Concourse

2.2.3 Considerations

The artwork should:

- Be the original work of the artist
- Reflect the unique character of North Queensland
- Coexist in a high-use environment that is both an operational and commercial space
- Be appropriate for people of all ages and different cultural backgrounds
- Consider lighting and how the artwork will be viewed both during daytime and night time
- Adhere to any construction, electrical or other engineering requirements and certificate approvals
- Be sustainable, where possible.

2.3 Project Budget

2.3.1 Stage two

Those artists who progress to stage two and are invited to submit a concept design, will be paid a \$500 artist fee (Exc. GST), with this cost paid per concept (no matter how many artists are involved in the development). A maximum of three concept designs will be selected as part of phase two. Submission of a concept design is considered agreement to conduct the work should the artist be selected.

2.3.2 Stage Three

The successful artist, selected from those who are invited to submit concept designs, will be provided a \$20,000 artist fee to deliver and produce the artwork to the agreed design.

The \$20,000 artist fee (Exc. GST) is intended to cover all aspects of the project including:

- Artist fees and licences
- All deliverables
- Equipment, materials and fabrication
- Transport
- Any engineering and building permits (if required)
- Attending meetings
- Participation in community engagement (if required)
- Participating in media and promotional events
- Any insurance costs
- OHS and risk management requirements
- Any contingencies or additional overheads incurred by the artists.

2.4 Project Overview

2.4.1 Timing

The Expression of Interest phase will be promoted early in 2022, with a view to interested artists responding to the opportunity from 24 January 2022 until 28 February 2022. Those invited to develop a concept design, will have until 31 March 2022 to submit. A final decision will be made on the successful concept by 18 April 2022 and it is intended art work will be in place by 30 June 2022.

2.4.2 Production Process

Artists (who are selected in phase 3) must provide a detailed delivery program for the artwork. The detailed delivery program must demonstrate the artist's capacity and understanding how to deliver the project, time manage and work within the project's budget.

2.4.3 Progress Inspections

The artists (who are selected in phase 3) must provide the Project Manager (and other key stakeholders accompanying the Project Manager) access to their workshop/studio during the production process. All access requests will be made with at least 48-hours' notice.

2.4.4 Maintenance

The successful artist must provide written advice detailing what actions are reasonably required for the maintenance, repair and conservation of the artwork, sufficient to ensure its ongoing integrity.

2.4.5 Site Meeting and Artwork Completion

The successful artist will meet with representatives from Townsville Airport to discuss any relevant Workplace Health and Safety requirements and considerations, and the full scope of the project.

It is expected that the successful artist will be on-site to oversee the installation of the finished artwork in its permanent home in the Townsville Airport terminal.

The successful artist must provide evidence of satisfactory insurance and qualifications including:

- Public Liability insurance (\$20 Million)
- Any other insurances and licenses required by the artist to undertake the activities as described in the scope of works.

Upon completion, the artist will provide written advice detailing what actions (including materials and fabrication used to create the artwork and appropriate materials and methods for use in the future) are reasonably required for the maintenance and conservation of the artwork, sufficient to ensure the artwork's ongoing integrity.

It is a requirement that the successful artist complete a Non-Exclusive Licence to Publish and Reproduce allowing Townsville Airport an irrevocable right to promote and publicise the work.

Townsville Airport has the right to remove or relocate the work at its discretion at any time following installation, waiving any underlying artist rights to display.

2.4.6 Warranty

The artists must supply a 12-month warranty period against manufacturing defects for the artwork once completed. This warranty will cover warranty against products and workmanship at the expense of the artist.

3. Selection Process

3.1 Art Selection Panel

An established Art Selection Panel (ASP) will assess submissions in the various phases. The ASP will consist of:

- Three representatives of Townsville Airport/Queensland Airports Limited
- A representative of Townsville City Council Galleries
- A representative of Townsville City Council
- A representative of the Townsville cultural community

3.2 Stage One

Assessment of the initial submissions, as part of phase one, will be based on the information provided, including:

- Curriculum Vitae, including experience relevant to undertake the project and examples of similar work
- Summary of what could be provided for the space (initial concept design is welcome)
- Any other information relevant to the project.

3.3 Stage two

In phase two, the concept design phase, when a maximum of three options are selected, submissions will be assessed based on:

- Curriculum Vitae overviewing skills relevant to undertake this project
- Evidence of relevant experience in the form of photographs of previously completed artworks
- Completed design concept
- Submissions must be in colour to closely represent the proposed final artwork. Maximum of two design concepts may be submitted by each artist
- Completed detailed delivery program
- Completed artwork rationale. The ASP requires a 100–300 word description of the themes chosen for the proposed artwork, and other relevant considerations as set out in the Project Brief.

Artists are advised to consider National Standards for Workplace Health and Safety when preparing their submission.

3.4 Stage Three

The assessment criteria below details how the final artwork will be selected from those who make it to phase two:

Assessment Criteria	Weighting	Score
Aesthetic appeal – evidence will be in the form of the concept design	50 per cent	
Artistic merit – evidence will be in the artwork rationale detailing the concept of the work	25 per cent	
Relevant experience – evidence will be in the form of photographic examples of previously completed original public artwork and other examples of the artist’s work	25 per cent	
Total	100 per cent	

4. Submission Requirements

To be considered for this project, artists are required to provide all the information stipulated in selection process and (if selected at concept stage, stage two) attach a \$500 artist fee invoice as stipulated in project budget section with accompanying documents.

Submissions must be received by no later than: 28 February 2022 for initial EOI responses and 31 March 2022 for concept designs.

Submissions in both rounds must be made via email to info@tsvairport.com.au with the subject 'Art Project'. PDF and .JPG files will be accepted.

Appendices

Appendix A – EOI Terms and Conditions

1. RFP Terms and Conditions

1.1 Application of these EOI Terms and Conditions

The terms and conditions set out in this section apply to each Artist's Proposal, the EOI and the Artwork (together, the **Document**).

1.2 Definitions

In this:

Airport (or Townsville Airport) means Townsville Airport ABN 31 081 257 490 c/- Cnr Halifax Street and Stinson Avenue, Garbutt, QLD, 4814

Airport's Representative means the person communicated by the Airport to the Artist from time to time.

Artist means the artist responding to the EOI (whether the Artist's Proposal is accepted by the Airport or not);

Artist's Fee means the \$500 (GST exclusive) fee payable by the Airport to the Artist on receipt of a valid tax invoice from the Artist;

Artist's Proposal means the Artist's response to this EOI;

Artwork means the artwork subject of the Artist's proposal;

Artwork Location means the location described in Item 1.2 of the EOI;

ASP means the art selection panel;

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Townsville, Queensland.

Confidential Information means any technical, artistic, commercial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind in any form or medium supplied or made available by Townsville Airport or brought into existence by the Artist for the submission of the Artists' Proposal, including:

- (a) the information in the Artist's Proposal;
- (b) the Artist's Proposal; and
- (c) any other information that by its nature is confidential information.

Expression of Interest or EOI means the invitation to provide an Artist's Proposal.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all intellectual property rights conferred under statute, common law or equity in any country, including:

- (a) all copyright, trademarks, trade secrets, designs, drawings, patents, know-how, secret process and other similar proprietary rights, whether or not registered;
- (b) trade, business company or domain names;

- (c) other proprietary rights; and
- (d) any rights to register intellectual property rights, whether created before, on or after the date of this Request for Proposal.

Key Dates means the key dates in item 4 (Submission Requirements) of the EOI.

Law includes:

- (a) any Acts, ordinances, regulations, by-laws, rules, orders, awards and proclamations;
- (b) consents, approvals, permits, authorisations, licences, directives, determination, certificate or registration by, of or from any government authority, semi-government authority, statutory authority or similar quasi government body (including any renewal of, or variation to, any of them);
- (c) standards, codes and guidelines which have the force of law; and
- (d) principles of law or equity established by decisions of courts,

which are directly or indirectly binding on or are expressed to apply to the Airport or the Artist and relate to the EOI or the Artist's Proposal or the Artwork, whether or not in force at the date of the release of this EOI.

Personnel means any representative, employees, officers, agents, contractors, advisers and subcontractors (but with reference to the Airport, excludes the Artist).

Submission Date means 28 February 2022 for initial submissions (stage 1) and 31 March 2022 for concept designs (stage 2) (or such other later date as notified by the Airport to Artists for a response to the EOI, at the Airport's complete discretion).

Terms and Conditions means these terms and conditions.

Validity Period is the period from the date of submission of an Artist's Proposal until 18 April 2022 (or such other date as notified by the Airport to Artists that a successful concept is chosen, at the Airport's complete discretion).

Variation Notice means a notice issued by the Airport to the Artists varying the EOI.

1.3 Construction

- (a) Unless expressed to the contrary, in this document:
 - (i) words in the singular include the plural and vice versa;
 - (ii) all gender includes other genders;
 - (iii) if a word or phrase is defined its other grammatical forms have corresponding meanings;
 - (iv) **includes** means includes without limitation; and
 - (v) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.
- (b) A reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body;

- (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) time is to local time in Townsville, Queensland; and
 - (v) **\$** or **dollars** is a reference to Australian currency.
- (c) Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.4 Headings

Headings do not affect the interpretation of this document.

2. EOI

- (a) The EOI includes any annexure, addendum or amendment to the documents in this EOI issued by the Airport before the Submission Date.
- (b) The EOI must be read and construed together. The documents comprising the EOI are intended to be mutually explanatory.
- (c) The EOI must be used solely for the purpose of submission of the Artist's Proposal.
- (d) The Airport may amend the EOI at any time prior to the Submission Date.
- (e) Any information provided to the Artist by or on behalf of the Airport is:
 - (i) provided for the convenience of the Artist only; and
 - (ii) not warranted or held out by the Airport as accurate, correct or adequate.
- (f) At any time prior to the Submission Date, the Airport may issue additional or different information to the Artists, which may then be taken into account in preparation of the Artist's Proposal.

3. Artist to Inform Themselves

- (a) Each Artist will, by submitting an Artist's Proposal, be taken to have fully acquainted itself with the contents of the EOI.
- (b) The Artist warrants to the Airport that by submitting an Artist's Proposal that:
 - (i) they have examined the contents of the EOI and any other information made available by the Airport for the purpose of the Artist's Proposal;
 - (ii) they have examined all information relevant to the risks, contingencies and other circumstances having an effect on the Artist's Proposal;
 - (iii) they have informed themselves of the nature of the obligations to be performed in respect of the submission, commission, installation and care of the Artwork including the labour, and other resources necessary, suitable or desirable to perform those obligations;
 - (iv) they have not relied on information provided, or represented to be provided, by or on behalf of the Airport without independently verifying that information

and independently satisfying themselves of the adequacy, accuracy and correctness of the information;

- (v) they will use best efforts to maintain the skill and expertise necessary to carry out their obligations for the duration of the Artwork's tenure at the Airport;
 - (vi) the Intellectual Property Rights to be assigned to the Airport do not and will not infringe the Intellectual Property Rights of any person;
 - (vii) they will fulfil all obligations set out in the Artist's Proposal; and
 - (viii) the Airport is proceeding with the EOI on the basis of, and in reliance upon, the acknowledgements and releases set out above.
- (c) The Artist further warrants that the Artist's Proposal is the Artist's original work and complies in all respects the requirements of all Laws.
 - (d) The Artist acknowledges that the Airport will rely upon the warranties given in this **clause 3** in considering the EOI and in accepting any Artist's Proposal.
 - (e) Failure by the Artist to do any or all of the things it warrants to have done will not relieve the Artist (if the Artist's Proposal is accepted) of its liability to perform and complete the Artwork.

4. Site Inspection

- (a) The Artist must, if the Artist's Proposal is accepted by the Airport, inspect the Airport in accordance with item 2.4.4 of the EOI for the purpose of ascertaining:
 - (i) the conditions upon the Airport;
 - (ii) any matters pertaining to the Airport or the surrounding areas which may affect the installation or completion of the Artwork.
- (b) The chosen Artist must contact the Airport's Representative in order to make arrangements to inspect the Airport.

5. Artist's Proposal

- (a) The Artist's Proposal must:
 - (i) include all information required by the EOI;
 - (ii) be completed (in every detail); and
 - (iii) comply with the EOI.
- (b) The Artist's Proposal must also be submitted in the form required by the EOI.
- (c) The Artist's Proposal must be:
 - (i) received by the Airport in accordance with the requirements of the EOI;
 - (ii) submitted by the Submission Date; and
 - (iii) any Artist's Proposal which does not comply with the Airport's requirements may be rejected.
- (d) A joint Artist's Proposal, involving two or more persons, requires the Airport's approval of all Artists.

- (e) The parties making a joint Artist's Proposal will, irrespective of whether they constitute a partnership be jointly and severally bound by the Artist's Proposal.

6. Receipt of Artist's Proposal

- (a) Artist's Proposals must be forwarded to the Airport in accordance with the submission requirements in Item 4 of the EOI.
- (b) must submit the Artist's Proposal via email.
- (c) For avoidance of doubt, no information in an Artist's Proposal is to be included by hyperlink or link to additional bioinformation. All relevant information must be included in the Proposal to ensure that the Airport can consider all pertinent information in front of it.
- (d) Any Artist's Proposal which is received by the Airport after the Submission Date may not be considered by the Airport, except that the Airport may (in its sole discretion) consider an Artist's Proposal received after the Submission Date.

7. Proposal Validity Period

- (a) All Artist's Proposals submitted must remain open for acceptance during the Proposal Validity Period.
- (b) The Artist may not withdraw or amend an Artist's Proposal during the Proposal Validity Period. During the Proposal Validity Period, the Airport may accept the Proposal in accordance with item 3 of the EOI.

8. Further Information to be Supplied by Artists

- (a) The Artist must if requested by the Airport or the ASP:
 - (i) provide further information in relation to the Artist's Proposal, or the Artist's curriculum vitae and previous artworks;
 - (ii) attend and participate in all meetings as required by the Airport;
 - (iii) allow the Airport and its agents (including the ASP) to contact any referee nominated by the Artist and authorise the Airport to obtain information about the Artist from any third party who the Airport reasonably considers may be able to provide information about the Artist or which is pertinent to the Artist's Proposal;
 - (iv) attend an interview (if required); and
 - (v) attend and participate in media and or community engagement events relating to the project.
- (b) The Artist must supply any further information documents, evidence or clarifications requested by the Airport within the time nominated by the Airport or the ASP.
- (c) Any information supplied by the Artist in response to a request for information (or at an interview) under this **clause 8** will, if required by the Airport, form part of the Artist's Proposal.

9. After Submission Date

- (a) The Airport may (without limitation to any other action that may be open to the Airport):
 - (i) request clarification or further information about any Artist's Proposal;
 - (ii) invite some or all Artists to change their Artist's Proposals in response to any change to the EOI;
 - (iii) appoint a preferred Artist, but still conduct assessments of other Artists' submissions. The appointment of an Artist as a preferred Artist is not to be taken as a representation that the Airport will award the submission to the preferred Artist and does not bind the Airport to do so;
 - (iv) raise issues with an Artist which may alter the Artist's Proposal submitted by that Artist;
 - (v) provide an Artist with opportunities to ask questions, provide information in relation to or clarify aspects of its Artist's Proposal, or improve its Artist's Proposal, which it does not provide to the other Artists;
 - (vi) amend the EOI and otherwise issue addenda as the Airport considers (in its absolute discretion) necessary or desirable in which case every addendum issued will, upon issue, form part of the EOI and all conditions of this EOI will apply to any addenda unless amended in the addenda. No explanation, elaboration of or amendment to the EOI will be binding on the Airport unless it is in writing and issued as an addendum or amendment to the EOI;
 - (vii) decide not to proceed further with the EOI or recall fresh Artist's Proposals for the same or similar scope of work;
 - (viii) decide to implement the project in another way; or
 - (ix) decide not to proceed with the project for any reason whatsoever.
- (b) The Artist further acknowledges that in submitting its Artist's Proposal:
 - (i) the entire EOI process (including the process for meeting with Artists and then obtaining, evaluating and (if applicable) negotiating Artist's Proposals) (**EOI Process**) is being conducted solely for the benefit of the Airport;
 - (ii) the Airport does not intend to create any contract or other relationship under which the Airport is legally obliged to conduct the EOI Process in any manner or at all (whether in accordance with the terms of this EOI or otherwise) and that there is in fact no such contract or other relationship in existence;
 - (iii) that there will be no procedural or substantive limitation upon the manner in which the Airport may (in its absolute discretion) conduct the EOI Process;
 - (iv) the Airport may (in its absolute discretion) vary, suspend, discontinue or terminate the EOI Process at any time and for any reason;
 - (v) the Airport does not make any warranty, guarantee or representation about an Artist's Proposal, the Airport's requirements for the Artwork or the way in which it will evaluate Artist's Proposals; and

- (vi) except for the Artist's Fee which the Airport confirms is payable on receipt of the Artist's Proposal and a valid tax invoice (regardless of whether the Artist's Proposal is chosen as the Artwork by the Airport), it releases the Airport from all claims in respect of any costs, expenses, losses or damages incurred or suffered as a result of or in connection with the EOI Process or the rejection of, failure to evaluate or failure to accept the Artist's Proposal.

10. Selection Criteria

The selection criteria are set out in the EOI. The selection criteria are not listed in any particular order or priority, unless where a weighting is provided. The Airport may consider criteria other than the selection criteria when assessing an Artist's Proposal.

11. Acceptance of Proposal

- (a) The Airport may, in its absolute discretion, accept any Artist's Proposal or no Artist's Proposal.
- (b) The Airport may accept an Artist's Proposal on different terms to those contained in the EOI.
- (c) The Airport may, after the Submission Date, conduct discussions with one or more of the Artists and accept a Proposal which is amended as a consequence of those discussions.
- (d) An Artist's Proposal will be accepted only when the Artist receives from the Airport a notice in writing:
 - (i) that the Artist's Proposal is accepted; and
 - (ii) containing particulars of the terms upon which the Artist's Proposal has been accepted.
- (e) The Artist acknowledges that no other document issued and no other representation made or conduct engaged in, by or on behalf of the Airport (other than as set out in **clause 11(f)**) will be deemed to be acceptance of an Artist's Proposal or to create any contractual or other legal relationship between the Airport and an Artist or otherwise oblige the Airport to enter into an agreement with the Artist.

12. Advertising

- (a) Artists must not issue any information, publication, document or article for publication concerning the project in any media without the prior written consent of the Airport's Representative (such consent may be withheld in the Airport's absolute discretion).
- (b) If the Artist receives any enquiries pertaining to the subject matter from the media, the Artist must immediately refer the person making the enquiry to the Airport's Representative and must notify the Airport's Representative of the fact that an enquiry was made. Artists must not make any other comment in response to such an enquiry.

13. Confidentiality

- (a) Except to the extent required by Law or allowed by the Airport in writing, the Artist must not at any time use for any purpose other than to submit an Artist's Proposal or disclose to any person any Confidential Information which has been given to or obtained or developed by the Artist:
 - (i) belonging to the Airport; or
 - (ii) which has been or is obtained by or given to the Airport by or on behalf of any third party.
- (b) The Airport may advise all unsuccessful Artists of the name of the successful Artist and the date of acceptance of the successful Artist's Proposal at its absolute discretion.

14. Costs and Expenses

- (a) The Airport will pay each Artist the Artist's Fee within 60 days of receipt of the Artist's Proposal and a valid tax invoice.
- (b) The Artist must otherwise bear its own costs and expenses in preparing the Artist's Proposal.

15. Intellectual Property

- (a) It is acknowledged by the Artist that the Artist's Proposal becomes the property of the Airport on submission.
- (b) The Artist fully indemnifies the Airport against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Airport alleging that the material contained in the Artist's Proposal or acts by the Airport in relation to the Airport's use of the Artist's Proposal material infringe any Intellectual Property Rights of that third party.
- (c) Intellectual Property Rights in all material submitted by the successful Artist in its Artist's Proposal, is hereby assigned to the Airport upon acceptance of the Artist's Proposal.
- (d) To the extent that any material submitted in the successful Artist's Proposal is the subject of pre-existing Intellectual Property Rights of third parties, the successful Artist must procure an assignment of all such Intellectual Property Rights to the Airport.
- (e) Intellectual Property Rights that may exist in information contained in the EOI or any related material will remain the property of the Airport but the Artist is permitted to use that information and material for the purpose only of preparing its Artist's Proposal.
- (f) All Intellectual Property Rights in the EOI and other documents supplied to the Artist by or on behalf of the Airport are the property of the Airport and shall not be used by the Artist for purposes other than the preparation of the Artist's Proposal except with the prior written approval of the Airport.