



RFQ IWA2301 - Request for Quote for commission of Aboriginal artwork and graphic design services

Infrastructure WA acknowledges the Traditional Custodians throughout Western Australia and their continuing connection to the land, waters and community. We pay our respects to all members of the Aboriginal communities and their cultures, and to Elders both past and present.

Infrastructure WA's role and function

Infrastructure WA (IWA) works with people, communities, and government across Western Australia (WA) to develop advice for the WA Government to shape its infrastructure needs over the next 20 years.

IWA's work supports the WA Government in its infrastructure decision making to grow the economy and create jobs by building the right projects, in the right place, at the right time.

The [IWA Act](#) and IWA's [Corporate Plan](#) provide detail on its role and functions.

Background

IWA recognises the importance of building strong and respectful relationships and each member of our small team lives by our values. Throughout the development of our State Infrastructure Strategy, we demonstrated our track record in adhering to cultural protocols and meeting with Aboriginal people and Traditional Owners across WA to listen to their infrastructure needs and have promoted recommendations from what we heard.

We are now developing our first Reflect Reconciliation Action Plan (RAP) which will outline how everyone at IWA will continue the reconciliation journey, to be launched in 2023.

We are committed to creating opportunities for Aboriginal people and suppliers throughout our functions and want to embed the themes of our commitment to reconciliation visibly. To do this, we aim to express our reconciliation themes through graphic elements that can be applied across our branding and throughout our strategic documents and communications. We have captured themes from our previous work and identified new themes during our RAP development process that we hope will inspire design and would like to carry through to the artwork elements in liaison with an Aboriginal and/or Torres Strait Islander artist(s) to our documents and branding guidance.

1. Contact Persons

IWA contact officer:

Name	Ryan McDonald
Title	Senior Communications and Engagement Officer
Telephone	08 6552 6180
E-mail	Ryan.McDonald@infrastructure.wa.gov.au

For queries relating to Aboriginal engagement please contact Catherine Holland, Aboriginal Engagement Lead on 0457 859 370 or at Catherine.Holland@infrastructure.wa.gov.au.

2. The Requirement

IWA invites Offers by Monday 13 March 2023, from WA-based Aboriginal and/or Torres Strait Islander suppliers to deliver the services outlined below.

1. Develop digital / graphic artwork inspired by the “IWA Reflect RAP Narrative” for use in IWA branding, strategic documents, and communications.
2. Design and layout IWA’s Reflect RAP” with the artwork developed in Phase 1.
3. Develop guidance for IWA to incorporate a full and partial version of the artwork developed in Phase 1 for incorporation into the “IWA Corporate Style Guide”.
4. OPTIONAL: IWA would welcome the option of purchasing a physical version of the artwork for display in its office, which is in Boorloo, Whadjuk Noongar Boodja.

Please note: “IWA Reflect RAP Narrative”, “IWA Reflect RAP” “IWA Corporate Style Guide” to be provided upon award.

Phase 1 – Develop digital / graphic artwork inspired by the “IWA Reflect RAP Narrative” for use in IWA branding, strategic documents, and communications.

This phase is to develop high resolution digital graphic artwork inspired by “IWA’s Reflect RAP narrative”, to be used to create the design and layout of the IWA Reflect RAP itself (Phase 2) and incorporated into IWA’s Corporate Style Guide (Phase 3) to provide new graphic options for IWA to use into the future.

The development of this artwork, including the medium, will be the choice of the Successful Respondent. All designs and concepts must be the authentic and original work of the artist submitting the design. The supplier may choose to procure an artist with the relevant skill set to assist with development of artwork or the supplier can develop internally. IWA has outlined intellectual property, and ownership and licence of artwork terms in section 5.

Phase 1 scope:

- a) Conceptualisation and creation of high resolution (minimum 300 dpi) digital graphic artwork inspired by “IWA’s Reflect RAP narrative”, for use in phases 2 and 3 by Wednesday 19 April 2023.
- b) Allow for at least two (2) project meetings between the Successful Respondent and IWA during this phase
 - o 1 prior to conceptualisation of the artwork to discuss the narrative
 - o 1 presentation of the artwork concept by the Successful Respondent to IWA.
- c) Additional hourly fee for adjustments if requested.
- d) An accompanying artist biography and description about the meaning of the artwork.

IWA recognises the rights that Aboriginal and Torres Strait Islander people have and want to have to protect their traditional arts, culture, and Indigenous Cultural Intellectual Property (ICIP). IWA carefully considers ICIP matters when procuring artwork from Aboriginal and/or Torres Strait Islander artists to ensure its protection. If the artwork developed in Phase 1 should contain any ICIP that requires an agreement for protection, please notify the contact person and provide a clear description of the ICIP and proposed limitation(s).

Phase 2 – Design and layout IWA’s Reflect RAP with the artwork developed in Phase 1.

This phase is to produce layout concepts for approval and complete graphic design and layout of the RAP document itself, using the artwork completed in Phase 1. Portions of this phase may occur concurrently with Phase 1.

Phase 2 scope:

- a) Layout and design of approximately 15 pages of supplied Word content, including images, diagrams supplied by Wednesday 3 May 2023.
- b) InDesign working files and assets such as PDFs, photos and infographics, packaged in the INDD format and PDFs web friendly and print formats (screen friendly, printable, downloadable and meet government accessibility requirements) are to be supplied.
- c) Allow for 3 rounds of client changes/feedback for this phase, plus a per-hour rate for changes additional to those 3 edit rounds. Edits that are required to be made due to error by the graphic designer will be excluded from these 3 edit rounds.
- d) Allow for 1 project meetings per week between the Successful Respondent and IWA during this phase.

Phase 3 – Develop guidance for IWA to incorporate a full and partial version of the artwork developed in Phase 1 for incorporation into the “IWA Corporate Style Guide”.

This phase is to apply the artwork developed in Phase 1 to produce one full and one partial version for inclusion in IWA’s Corporate Style Guide for future use. IWA’s Corporate Style Guide provides a description of the use of colours, imagery, fonts etc. that IWA’s visual branding is based on. Elements from the style guide could be used to create any IWA branded material, including published documents, IWA’s website, PowerPoint, PPE and apparel, accessories, pull up banners and stationery.

IWA will retain its current IWA Corporate Style Guide and requires the Successful Respondent to incorporate 2 additional style options that include the artwork from Phase 1.

- Full version - should be a complete incorporation of the Phase 1 artwork with IWA’s style, to full effect.
- Partial version - should be a partial incorporation of the artwork with IWA’s style, with a subtle effect.

Portions of this phase may occur concurrently with Phases 1 and 2.

Phase 3 scope:

- a) Delivery of 2 new concepts for inclusion in IWA’s Corporate Style Guide by Friday 2 June 2023. These concepts must reflect the current style guide that sets out the standards and guidelines for the use of the IWA logo, colour schemes and other branding elements. The style guide has been developed with consideration to the WA [common badging](#) guidelines and is required to adhere accordingly, as stipulated by the WA Government.
- b) The concepts should include examples of application of the new styles to IWA’s branded material, including Microsoft PowerPoint, Microsoft Word, stationery templates; pull up banners; and apparel such as polo shirts and hats. IWA can provide examples of documents that can be used for this purpose, such as the Annual Work Program and Corporate Plan.
- c) InDesign working files and assets such as PDFs, photos and infographics, packaged in the INDD format and PDFs web friendly and print formats (screen friendly, printable, downloadable and meet government accessibility requirements) are to be supplied.
- d) Allow for 3 rounds of client changes/feedback for this phase, plus a per-hour rate for changes additional to those 3 edit rounds. Edits that are required to be made due to error by the graphic designer will be excluded from these 3 edit rounds.
- e) Allow for 1 project meetings per week between the Successful Respondent and IWA during this phase.

Phase 4 – OPTIONAL: IWA would welcome the option of purchasing a physical version of the artwork for display in its office, which is in Boorloo, Whadjuk Noongar Boodja.

This phase is an optional invitation to Respondents to include a separate cost to provide a physical version of the artwork developed in Phase 1. IWA recognises there are various methods to achieve the development of the artwork and would welcome the opportunity to display that artwork in its office in Boorloo, Whadjuk Noongar Boodja.

The physical artwork should be no larger than 1.3m by 2.2m (landscape or portrait).

Phase 4 scope (optional):

- a) Cost of physical version of artwork developed in Phase 1.
- b) Indicative timing of delivery.
- c) Additional fee for a plaque including supplied artist biography and artwork description.

3. How to submit

What to include in the offer:

As part of the Offer, Respondents must

- address and cost each phase separately. Respondents are welcome (but not required) to use the example price schedule table at Attachment 1 for this purpose.
- provide a portfolio of examples that demonstrates the Respondents experience in developing relevant corporate identity and visual communication solutions for a corporate body or organisation.
- confirm that you can meet the timeline outlined in 4.1.

IWA will provide the following documents to the Successful Respondent:

- RAP narrative document
- Draft and final RAP content
- IWA Corporate Style Guide
- Other documents by request

Please submit via email enquiries@infrastructure.wa.gov.au by close of business (COB) Monday 13 March 2023.

4. Evaluation

Proposals will be evaluated by the Customer, including Aboriginal community members (the RAP Working Group Co-Chair and Aboriginal Engagement Lead). Offers will be evaluated on but not limited to:

- Creative approach
- Interpretation of the “IWA RAP Narrative”
- Artist eligibility as an Aboriginal and Torres Strait Islander person from WA
- Demonstrated graphic design capability
- Ability to meet the timeframes

The Customer will notify all respondents in writing of the outcomes of their offer to this Request.

4.1 Key dates and times for delivery

A timeline is outlined below, please note that these are subject to change by IWA.

Event	Delivery date (2023) (time provided since previous milestone)
Quotation for services due to IWA	Monday 13 March
Initial briefing session: IWA to provide materials for all 3 phases to supplier	Week commencing Monday 13 March
Phase 1: develop digital / graphic artwork inspired by the “IWA Reflect RAP Narrative” for use in IWA branding, strategic documents, and communications	
First draft concepts of artwork presented by supplier to IWA	Thursday 30 March (2 weeks)
Alterations period: Digital PDF of artwork document outlining required amendments provided by IWA to supplier (up to 3 rounds as necessary)	Friday 31 March to Friday 14 April (2 weeks)
Final version of artwork provided by supplier to IWA for approval and sign off by RAP Working Group	Friday 14 April
Final digital PDF version of artwork including artist biography and description of the artwork provided by supplier to IWA	Wednesday 19 April
Phase 2: design and layout “IWA’s Reflect RAP” with the artwork developed in Phase 1	
First draft layout for IWA Reflect RAP incorporating artwork presented by supplier to IWA	Thursday 30 March
Alterations period: Digital PDF of RAP document outlining required amendments provided by IWA to supplier (up to 3 rounds as necessary)	Friday 31 March to Friday 28 April (4 weeks)
Final version of RAP provided by supplier for approval and sign off by RAP Working Group	Friday 28 April
Final digital PDF version of RAP (including packaged files) supplied to IWA	Wednesday 3 May
Phase 3: develop style guide outlining application of a full and partial version of the artwork (developed in Phase 1) as a supplementary document to “IWA Corporate Style Guide”	
First draft style guide presented by supplier to IWA	Friday 5 May
Alterations period: Digital PDF of supplementary document outlining required amendments provided by IWA to supplier (up to 3 rounds as necessary)	Friday 5 May to Friday 19 May (2 weeks)
Final style guide provided by supplier to IWA for approval and sign off by IWA CEO and Chairperson	Friday 19 May
Final digital PDF version of Style Guide (including packaged files) supplied to IWA	Tuesday 23 May
OPTIONAL Phase 4: IWA would welcome the option of purchasing a physical version of the artwork for display in its office, which is in Boorloo, Whadjuk Noongar Boodja	
Additional quotation for physical version (print or other medium) of final artwork including framing due to IWA including timeframe and separate cost for a plaque	Monday 13 March
Delivery of physical version of artwork and plaque to IWA	To be agreed

5. Contract terms

The *Very Simple Contract Terms* (v11112022) at Attachment 2 have been designed to enable officials to comply with their legislated responsibilities and are therefore not negotiable.

Please note that all work completed by the Successful Respondent for IWA remains the property of the Customer. Permission will be required to promote the work completed for the Customer.

Note the below amendments to the Very Simple Contract Terms.

Clause 5.4 Intellectual Property is replaced by the below:

Intellectual Property in respect to Material

- (a) The Customer owns the Intellectual Property Rights in the Material created under the Customer Contract.
- (b) To the extent that the Supplier holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence, or will procure that the third-party licences, the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under the Customer Contract. The Supplier agrees to create, execute, or sign any documents and perform all acts, and will ensure that any third party does likewise, which may be necessary to allow the use of those rights by the Customer for any purpose.
- (c) The Supplier grants to the Customer a non-exclusive, non-transferable, irrevocable, royalty-free licence to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions of limitations of third parties that the Customer notifies to the Supplier.

Ownership and Licence of Artwork is inserted as clause 5.7, specified below:

Ownership and Licence of Artwork

- (a) The Customer assigns all copyright in the Artwork to the Artist.
- (b) The Customer does not assign any underlying idea or information in the Artwork belonging to any of its co-authors, including any Indigenous Cultural Intellectual Property (within the meaning of article 31 of the United Nations Declaration on the Rights of Indigenous People).
- (c) The Artist grants to the Customer a perpetual, nonexclusive, worldwide, royalty-free, sub-licensable and irrevocable right and license to reproduce, modify (including cropping, digitisation, digital alteration of (including re-colouring) the Artwork, translation to other formats or media or combining with other works or items at the Customer's discretion), reformat, create derivative works of, publicly display, publicly perform, and in all other respects use the completed Artwork on the terms of this agreement.
- (d) The Artist agrees not to reproduce the Artwork without first consulting with the Customer on a reasonable basis. The Artist has the right to reproduce images of the Artwork for the purpose of promoting their artwork in submissions, books or other publications associated with their artwork.

6. Respondent's details and disclosures

Please complete the following table and submit with the Offer.

Full legal business name:	
Registered address of Company or address of principal place of business if no registered address:	
ACN/ARBN (if applicable):	
ABN (if applicable):	
Contact Person:	
Contact Person Position Title:	
Email:	
Telephone:	
Web address (if applicable):	
What is the entity's legal status:	<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Sole Director Company <input type="checkbox"/> Other <input type="checkbox"/> (if other please state entity type)
Is the above entity:	acting as an agent or trustee for another person or persons? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, please provide details)
	acting jointly or in association with another person or persons? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, please provide details)
	a non-government employer with fewer than 20 employees? <input type="checkbox"/> Yes <input type="checkbox"/> No
	a registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: http://buyability.org.au/directory/ . <input type="checkbox"/> Yes <input type="checkbox"/> No
	a registered Aboriginal business – the business is to be registered on the Aboriginal Business Directory WA at http://www.abdwa.com.au/ and/or on Supply Nation's Indigenous Business Direct at http://supplynation.org.au/ . <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, registered on: <input type="checkbox"/> Aboriginal Business Directory WA <input type="checkbox"/> Supply Nation's Indigenous Business Direct <input type="checkbox"/> Both

Attachment 1 - Price schedule example

Respondent to Complete:			
Description of services	Hours Required	Price Per Hour (inclusive of GST)	Total Cost (inclusive of GST)
Phase 1: <ul style="list-style-type: none"> artwork conceptualisation delivery of final artwork concept 2 x 1 hour project meetings 			
Phase 2: <ul style="list-style-type: none"> Layout and design of RAP. Provision of InDesign and other files. 3 rounds of client changes/feedback rate/hour for additional client changes/feedback Project team meetings / week (respondent to specify) 			
Phase 3 <ul style="list-style-type: none"> Delivery of 2 style guide concepts Provision of InDesign and other files. x rounds of client changes/feedback rate/hour for additional client changes/feedback Project team meetings / week (respondent to specify) 			
Option: <ul style="list-style-type: none"> Delivery of physical version of Phase 1 artwork 			
Cost for additional hours, if required			
Total Cost (inclusive of GST)			

Attachment 2 – Very Simple Contract Terms

1. Agreement

1.1 The Supplier has agreed to supply the Goods or Services to the Customer in accordance with the **Contract**, which consists of (in order of hierarchy) the Purchase Order and these Very Simple Contract Terms.

1.2 The **Customer, Supplier and Goods or Services** are as specified in the Purchase Order.

2. Supply of Goods or Services

2.1 The Supplier must comply with all applicable laws and approvals in supplying the Goods or Services and ensure:

- a) that the Goods or Services:
 - i. match the description, and conform to the specifications and requirements, in the Contract;
 - ii. conform to any applicable Australian Standards and any other standards in the Contract;
 - iii. are delivered or completed by the date specified in the Contract; and
 - iv. are manufactured (if applicable) and supplied without infringing any person's IP Rights; and
- b) that the Customer receives the full benefit of any manufacturer's warranties applicable to the Goods.

2.2 (Goods) The Supplier must comply with any delivery instructions in the Contract and ensure that the Goods:

- a) are suitably packed and labelled to ensure delivery in good and whole condition;
- b) correspond with any sample provided by the Supplier; and
- c) are new, of merchantable quality, fit for purpose and free from defects in materials, manufacture, workmanship and (if applicable) installation.

2.3 (Goods) The Supplier warrants that it has good and unencumbered title to the Goods. Title to the Goods transfers to the Customer only on acceptance of the Goods under the Contract.

2.4 (Services) The Supplier must ensure that the Services are provided with due care and skill, in a timely and efficient manner and by appropriately skilled and qualified personnel.

3. Delivery and Acceptance

3.1 The Supplier bears the risk of loss or damage to the Goods or Services until the Goods or Services are delivered in accordance with the Contract.

3.2 The Customer has the right to inspect all Goods or Services delivered under the Contract prior to acceptance.

3.3 If the Goods or Services do not comply with the Contract, the Customer may within 14 days after the later of installation and delivery or performance by the Supplier ("acceptance period"), by written notice to the Supplier, reject the Goods or Services, detail the reason for the rejection and (acting reasonably) direct the Supplier to within the time specified in the notice:

- a) replace the rejected Goods;
- b) refund any payment for the rejected Goods or Services; or
- c) repair the rejected Goods or re-perform the Services to the satisfaction of the Customer.

Acceptance of the Goods or Services does not relieve the Supplier of its obligations under the Contract or at Law.

3.4 The Supplier must, at its own cost, comply with the Customer's direction under clause 3.3 and if the Supplier fails to comply within the time specified in the Customer's notice, the Customer may have the Goods or Services supplied or performed by others and the costs incurred by the Customer will be a debt due and payable by the Supplier to the Customer on demand.

3.5 Remedied Goods or Services are subject to acceptance under this clause 3.

3.6 If the Customer does not reject the Goods or Services during the acceptance period, the Customer is taken to have accepted the Goods or Services.

4. Price and Payment

4.1 The price stated in the Contract is final, inclusive of GST and includes all costs and charges until the Goods or Services are accepted.

4.2 The Customer will pay the amount owing to the Supplier under a Tax Invoice (as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*) duly submitted in accordance with the Contract within 20 days of the later of receipt of such invoice and receipt of the Goods or Services. A Tax Invoice must quote the Contract ID (or Purchase Order) number.

5. Supplier's Obligations

5.1 (**Insurance**) The Supplier must take out and maintain, with a reputable and solvent insurer authorised to operate in Australia as an insurance company, and in accordance with any Contract requirements:

- a) all insurance required by law;

- b) such insurance as is consistent with good industry practice and that a prudent supplier would hold in connection with the Contract, including appropriate Public and Products Liability insurance; and
- c) any other insurance specified in the Contract.
- 5.2 **(Confidential information)** Other than information in the public domain, the Supplier must keep the Customer's information confidential and only use or disclose the information to the extent necessary to perform the Contract.
- 5.3 **(Subcontracting)** Any subcontracting of the Supplier's obligations under the Contract requires the Customer's prior written consent, and a subcontract will not relieve the Supplier from its obligations under the Contract.
- 5.4 **(IP)** The Supplier grants (and must ensure that any other owner of any IP Rights grants) to the Customer an irrevocable, unconditional, perpetual, royalty free, non-exclusive, worldwide and transferrable (including sub-licensable) licence to exercise all the IP Rights in the Goods or Services to ensure the Customer receives the full benefit of the Goods or Services. The Supplier warrants that it is entitled to grant this licence and indemnifies the Customer from any loss resulting from any non-compliance.
- 5.5 **(Records)** The Supplier must maintain proper records relating to the supply of the Goods or Services for 7 years after the later of expiry or termination of the Contract and must provide the Customer access to such records and all reasonable assistance for any purpose associated with the Contract.
- 5.6 **(Access to premises)** If the Supplier or its officers, employees, agents, contractors or subcontractors require access to the Customer's premises to supply the Goods or Services, the Supplier must and must ensure that such persons act in a safe and lawful manner and comply with the Customer's site policies and all reasonable directions relating to occupational health, safety, security and confidentiality.
- 6. Termination**
- 6.1 A party may, by providing written notice to the other party, immediately terminate the Contract if the other party breaches a material term of the Contract and the breach is not capable of remedy or the breach is capable of remedy and is not remedied within the reasonable period specified in a notice of breach issued by the non-defaulting party.
- 6.2 The Customer may by written notice immediately terminate the Contract if the Supplier;
- a) suffers or, in the reasonable opinion of the Customer, is at risk of becoming subject to any form of insolvency administration or bankruptcy (except to the extent that the right is stayed under applicable law); or
- b) becomes a debarred supplier as defined in section 32 *Procurement Act 2020*.
- 6.3 Subject to receipt of a valid Tax Invoice, the Customer will pay the Supplier for Goods or Services accepted before the effective date of termination.
- 7. General**
- 7.1 In the Contract, unless the context otherwise requires:
- IP Rights** means patents, copyright, rights to circuit layouts, registered designs, trade marks, plant breeder's rights, database rights and the right to have confidential information (being information which is capable of being protected by way of an action for breach of confidence) kept confidential and any application or right to apply for registration of any of those rights.
- or** is given its inclusive meaning, that is meaning one, some or all of a number of possibilities.
- 7.2 Purchase Order means an order from the Customer for supply of the Goods or Services which incorporates or refers to these Very Simple Contract Terms, and includes all requirements in connection with the supply of the Goods or Services communicated by the Customer to the Supplier up to the date of the order.
- 7.3 **(Governing law and jurisdiction)** The Contract is governed by the laws in the State of Western Australia, and each party submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia.
- 7.4 **(Relationship)** Nothing in the Contract gives a party authority to bind the other party in any way. The Supplier is an independent contractor.
- 7.5 **(Variation)** A term of the Contract can only be varied if the variation is in writing and agreed to by both parties.
- 7.6 **(Assignment)** The Supplier must not assign any rights under the Contract without the Customer's prior written consent.
- 7.7 **(Entire agreement)** The Contract represents the parties' entire agreement in relation to its subject matter.
- 7.8 **(Survival)** Clauses 2.1(b), 5.2, 5.4, 5.5, 6.3 and 7 survive the termination or expiry of the Contract.