



Request

Title: Plateful of Personality Project

Close Date: Thursday 4 April 2024

Submission of Offers: Please email Gina Capes, CAHS Art Curator:
Gina.Capes@health.wa.gov.au by the closing date and time.

The Proposal must include:

- Artist/creative team bio and CV (maximum two pages)
- A preliminary concept design that responds to the considerations outlined in this document
- Some examples of previous work (up to 2 images); preferable but not essential
- Project concept proposal statement (maximum 250 words)

The Opportunity	<p>The Child and Adolescent Health Service (CAHS) are inviting artists/creatives to submit concepts of art or design work that will be featured on plates and bowls as part of Perth Children’s Hospital’s (PCH) meal service for inpatients.</p> <p>The project has been conceptualised with the aim of enhancing patient experience at PCH (children and young people aged 0-16 years).</p> <p>This project aligns with the CAHS Strategic Plan 2023 – 2025 person centred care priority which states that we will meaningfully engage and partner with children, young people and their families, placing them at the centre of every decision and provide care that is based on their needs and preferences.</p>
Background	<p>Research shows that good experiences in hospital can greatly improve patient health outcomes.</p> <p>The effect of food presentation on a child’s diet can be attributed to what foods children actively choose and may even encourage a child to eat.</p> <p>Children and young people often have a low appetite when they are unwell. A balanced diet is closely related to care, treatment and recovery from illness.</p>

	<p>There are a number of factors that may affect children from eating in hospitals including plate shape, size and colour.</p> <p>In a clinical setting, meal services, as well as providing nutrition and comfort, can also be an opportunity to facilitate down time from potentially stressful clinical tests and procedures, and can be an enjoyable experience for patients and families with the additional benefit of building on patient experience.</p> <p>It is envisaged that mealtimes can be enhanced by serving meals with fun, playful, colourful crockery, providing a welcome distraction from clinical procedures and encourage a sense of delight and discovery in the patient.</p>
<p>Project Objectives</p>	<ul style="list-style-type: none"> • Create attractive designs that are printed on CAHS plates that will attract and encourage children and young people to explore their food and increase consumption. • Assist in making food fun during a hospital stay. • Create an engaging eating environment that promotes feelings of joy, which, in turn, will support the rehabilitation process, while aiding operational practice in providing much needed nutrition.
<p>Project Scope</p>	<ul style="list-style-type: none"> • The key objective for the commission is to enhance patient experience at mealtime and assist with calming and distracting discomforted patients. • The artwork should be child and young person (0-16 years) friendly, gender neutral, universal in design, and reflect the values of CAHS. • The final plate design(s) concepts hold the potential to be transformative and exert a substantial, immediate influence on the patient's wellbeing. • This opportunity is for patient-facing services and are not necessarily accessible to the general public. • While the design may help distract the patient from a stressful experience, it should not hinder/be in conflict with meal services or the required Clinician-to-patient communication and treatment. • Successful applicants will be awarded a contract to: • Deliver 4 final designs for consideration. The designs can be printed within the standard rainbow colours • The designs will be viewed by consumers • The design will be printed on ceramic plates and bowls with an unlimited number • The design must be sent as a Vector file (as requested by the printing company)

Service Start Date	The services shall commence upon successful selection of artists/creatives.
End Date	This contract will end on the date when all Goods and/or Services have been accepted by the Customer, and the tax invoice has been paid by the Customer, unless the Parties agree in writing to an earlier end date, or this contract is terminated earlier in accordance with the terms and conditions at Appendix 1.
Budget Allowance	\$7,500 – Two artists/creatives will be selected from this process – to be awarded a contract to the value \$7,500 including GST each to produce a selection of designs.
Selection Criteria	<p>Artists/creative teams will be selected to progress to the next stage based on the below criteria:</p> <ol style="list-style-type: none"> 1. Project concept proposal statement and concept align with CAHS Values and aspirations for this project outcome 2. Creative practice: Work in a style complementary to paediatric health care environments: joyful, caring and restorative. 3. Demonstrated capacity to integrate creative practice with crockery/ home furnishing design and understanding the functional application of the finished product.
Invoice and Payment	The Supplier will invoice the Customer for the Goods and/or Services following acceptance of the Goods and/or Services by the Customer.
Contract Terms	Very Simple Contract Terms (see Appendix 1).

Appendix 1 – 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 1.1b), 5.2, 5.4, 5.5, 6.3 and 6.3 survive the termination or expiry of the Contract