



ACT
Government



REQUEST FOR QUOTATION

ON BEHALF OF THE

AUSTRALIAN CAPITAL TERRITORY

Represented by

Events ACT – Chief Minister’s, Treasury and Economic Development Directorate

**Creative Producer for
Enlighten 2018**

ISSUE DATE: Friday 19 May 2017

CLOSING DATE: 5:00pm, Friday 16 June 2017

1. DESCRIPTION OF EVENT

- 1.1 Enlighten is an innovative and contemporary cultural event presenting a program of high-calibre content in the capital's Parliamentary Triangle for nine nights in March annually.

A selection of the capital's finest cultural institutions show their wares, as the Parliamentary Triangle is transformed into a vibrant hub of activity featuring entertainment such as spectacular street artists, enchanting musical performances and interactive installations.

Enlighten boasts a range of free and ticketed events including live performances, tours, exhibitions, exclusive dining events and the stunning architectural projections which shine a light on some of Canberra's most iconic attractions.

2. EVALUATION CRITERIA

- 2.1 Having regard to the Statement of Requirements which is set out in Annex A attached to this RFQ, the Territory will take into consideration in the assessment of quotations the following:

- (1) Experience, technical knowledge and expertise;
- (3) Record of performance including referees;
- (4) Occupational Health and Safety record and practices;
- (5) Proposed implementation plan;
- (6) Creativity in programming and site design;
- (7) Financial capability to deliver the services; and
- (8) Pricing exclusive of GST

- 2.2 The Territory has as its objective in evaluating quotations, the attainment of the best value for money and not necessarily the lowest quoted price.

- 2.3 Events ACT will evaluate quotations against the Evaluation Criteria. It is a matter for each Respondent to consider the sufficiency and relevance of any information submitted for the purpose of addressing the criteria and otherwise responding to this RFQ.

3. CONDITIONS OF QUOTATION

3.1 Definitions

In this RFQ, unless a contrary intention is indicated:

“goods or services” means the goods or services sought to be provided in this RFQ, including as set out in the Statement of Requirements.

“Quotation” means a quotation by a Respondent for the provision of the goods or services in response to this RFQ;

“RFQ” means this Request for Quotation;

“Respondent” means the party submitting a Quotation; and

“Territory” means:

- (1) When used in a geographical sense, the Australian Capital Territory; and
- (2) When used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

3.2 No legal relationship

- (1) Nothing in this RFQ forms, or is intended to form, a contract or part of any contract between the Territory and any Respondent or any other person, firm or corporation.
- (2) No legal obligations arise until the Territory has executed a contract in writing with the preferred Respondent.

3.3 Conditions of Quotations

- (1) Each Quotation must be submitted in accordance with the terms and conditions of this RFQ and all attachments.
- (2) The Respondent acknowledges that it:
 - (a) Has examined this RFQ, and any other information issued and made available in writing by the Territory for the purpose this RFQ;
 - (b) Has examined all information relevant to the risks, contingencies, and other circumstances having an effect on the Quotation; and
 - (c) Is satisfied as to the correctness and sufficiency of the Quotation.
- (3) Quotations must remain open for at least **30 days** from the RFQ closing date to enable the evaluation of Quotations by the Territory.

3.4 Lodgement of quotations and other documents

- (1) A written Quotation must be lodged at the location and by a method nominated below before 5.00pm Canberra time on the date specified on the cover of this RFQ. No other form of transmission is acceptable without prior approval of the contact officer.
 - (a) By email to janex.rowe@act.gov.au or;
 - (b) Delivered to Jane Rowe, Events ACT, Plaza, Canberra Nara Centre, 1 Constitution Avenue, Canberra City.
- (2) Late Quotations may not be accepted, at the Territory's discretion.

3.5 Quotation preparation

- (1) All Quotations must:
 - (a) Specify the full name and ACN of the Respondent and if different, the legal entity with which the Territory would be required to contract and the relationship between the Respondent and that legal entity, as well as the capacity of the other entity to deliver the requirements set out in this RFQ,
 - (b) Be clear, concise, and complete, noting that responses of ***excessive length or containing excessive advertisement are discouraged.***
- (2) Each Quotation must have a cover page, which references the title of this RFQ and clearly displays the date and the name of the Respondent.
- (3) Each Quotation must state whether it complies with the Statement of Requirements specified at part 3 of this RFQ, and provide details of the extent of its compliance or otherwise.

3.6 English language and metric units

- (1) All Quotations and all communications with the Territory must be in the English language.
- (2) All dimensions and units on plans and drawings and all references to measurements and volumes must be in metric units.

3.7 Price basis

Prices set out in Quotations must be in Australian Dollars, and exclude GST.

3.8 Further information and clarification

- (1) As part of the Quotation assessment, Respondents may be required to attend an interview, presentations, demonstrations and site visits.
- (2) Despite any other requirement of this RFQ, the Respondent must, if so requested, submit such information as may be required to enable clarification of the Quotation before the evaluation of any Quotation is concluded.
- (3) Respondents may request clarification of this RFQ in writing. Any response by the Territory will be written and may, if of general application, be provided to all prospective Respondents.

3.9 Assessment of Respondent's commercial background

- (1) By submitting a Quotation, the Respondent consents to the Territory seeking further information and investigating the Respondent's commercial viability and financial status.
- (2) Where an Act or Regulation requires that a Respondent (as described by that Act or Regulation) be registered or licensed to carry out the goods or services, evidence of registration or licensing must be produced by the Respondent as part of its Quotation.
- (3) The Territory may seek information from sources, including regulatory and law enforcement bodies, relevant to whether the Respondent can perform the services and supply the goods.

3.10 Selection of preferred Respondent

- (1) The Territory is under no obligation to accept any Quotation.
- (2) At the conclusion of the evaluation process, the Territory reserves the right to:
 - (a) Negotiate directly with one or more Respondents, leading to the execution of a contract;
 - (b) Cease all negotiations at any time; or
 - (c) Not accept any Quotation and cancel this procurement process.

3.11 Conflict of Interest

A Respondent with a conflict of interest must disclose the conflict of interest to the Territory at the time of lodgement of the Quotation or if the conflict of interest or a risk of a conflict of interest arises after lodgement of the Quotation and prior to the completion of the Quotation process, immediately disclose that conflict of interest to the Territory.

3.12 Exchange of information between government agencies

By submitting a Quotation in response to this RFQ, the Respondent authorises the Territory to make available to any ACT Government department or agency, or any other government department or agency, to the extent permitted by law, information including, but not limited to, information dealing with the Respondent's performance during any previous contract with the Territory or any Territory authority.

3.13 Disclosure

Respondents should be aware that the Territory may be required to disclose information, either under the *Freedom of Information Act 1989* (ACT) or by the responsible Minister in the Legislative Assembly.

3.14 Costs of submitting a quotation

The Territory will not be liable for any payment to a Respondent arising from this RFQ, including:

- (1) For any costs, losses or expenses incurred by a Respondent in preparing its Quotation or any alternative Quotation; or
- (2) In respect of any discussions negotiations, enquiries or requests for details or information made by or on behalf of the Territory after the submission of Quotations; or
- (3) For any work undertaken by any Respondent after its Quotation is submitted including work requested by the Territory in accordance with any provision of this RFQ.

3.15 Disclaimer

- (1) While the information contained in the RFQ has been formulated with all due care, the Territory does not warrant or represent that it is free from discrepancies, misdescriptions, errors or omissions.
- (2) Should the Respondent find any discrepancy, misdescription, error or omission in the RFQ, the Respondent is requested to notify the officer nominated in section 3.16 before the date and time for closing of Quotations.

3.16 Contact

Respondents requiring additional information should in the first instance email or send their written queries to Jason Rose at:

email: Janex.rowe@act.gov.au or 02 6205 0204

Postal address: Jane Rowe
Senior Officer, Logistics and Operations
Events ACT
Economic Development Directorate
GPO Box 158
Canberra City ACT 2601

4. CONTRACT

4.1 The Territory proposes to enter into a contract after identifying the successful Respondent that satisfies the Evaluation Criteria and the requirements set out in this RFQ. Subject to clause 4.2 below, a contract with the successful Respondent will be substantially in the form of contract set out in Attachment 1 to this RFQ.

Although the Territory expects that the contract set out in Attachment 1 will form the basis for the contract with the successful Respondent, the Territory reserves the right to alter some of the provisions before entering into a contract with the successful Respondent. The contract will be for a three year period.

5. INSURANCE REQUIREMENTS

5.1 The selected Respondent will be required to effect and maintain for the duration of the contract, with a reputable insurance company, the following insurance, as relevant, unless otherwise agreed by the Territory:

- (1) All insurance coverage required to be effected by it at law, including worker's compensation;
- (2) Public liability insurance and product liability insurance in the amount of not less than \$20 million in respect of each claim, with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

6. STATEMENT OF REQUIREMENTS

Attached as Annex A

ANNEX A

STATEMENT OF REQUIREMENTS – Creative Producer, Enlighten 2018

Introduction

This statement describes the Territory's program management requirements for the Enlighten Festival to take place in March 2018, within the Parliamentary Zone.

- 1. The successful Respondent will be required to develop the program and co-ordinate the event which is to include:**
 - Liaise with Events ACT, who will manage the budget;
 - Plan, develop and manage the Enlighten event program which includes project management and program scheduling of events and activities presented by Events ACT;
 - Work with participating National Attractions and Cultural Institutions to develop a coherent and attractive schedule of events to take place within their buildings;
 - Plan, develop and manage supplementary activities to create vibrancy and atmosphere within designated event precincts as approved by Events ACT;
 - Manage the procurement of imagery for the Architectural Projections working with the Projections supplier and the participating National Institutions. All imagery is to be approved by participating institutions and Events ACT prior to confirmation;
 - Assist Events ACT in providing creative input and advice into the development of the overall Enlighten event experience;
 - Assist Events ACT in developing a schedule of events and work with the Operations Team to ensure all production elements are accounted for;
 - Establish, develop and maintain effective relationships with event stakeholders to ensure a collaborative approach to developing the program of events for Enlighten. All stakeholder meetings will include a representative from Events ACT;
 - As a key liaison between Events ACT and participating event stakeholders, actively engage, provide high level leadership and maintain effective communication on all program and visitor service related business;
 - The Contractor shall work full-time within the Events ACT office at periods decided between the Territory and the Contractor specifically around key times as identified in the overall project plan;

- The Contractor shall provide specific personnel to undertake roles as agreed by Events ACT;
- The Contractor will be available during the bump in, event and bump out times to manage all aspects around the program for the event.

2. The Territory will consult with the Contractor in relation to key production elements in a timely fashion prior to their finalisation, including:

- a. Site layout plans;
- b. Site lighting plans;
- c. Deliverables timeline;
- d. Procurement of all event infrastructure and all production elements needed;
- e. Tent Embassy relationship management plans;
- f. Overarching event budgets.

The Territory will provide a work space for the Contractor to work from within the Event ACT office at periods when the contractor is located within the ACT.

3. Budget

The Territory's indicative budget for the event is \$1,200,000 for the 2018 event. The allocation set aside for the program is \$350,000.00 (ex GST). This allocation must include the contractor's management fee, and any associated travel, staffing and administration costs. The management of the total event budget is the responsibility of Events ACT.

5. Minimum Information Required from Respondents

The Respondent should consider the information in points 1 through to 3 above, and should provide the following information in its quotation:

- 1) A description of the look and feel of the events to be created and any additional enhancements or effects which would complement the events;
- 2) A draft program with entertainment options;
- 3) A site plan proposing the position of outdoor programmed elements for Enlighten.
- 4) Details of specified personnel who will work at the event including;
 - (a) the number of specified personnel;
 - (b) the role/position of each specified personnel;
 - (c) technical knowledge and expertise of each specified personnel.
- 5) A schedule setting out timeframes for bump-in and bump-out and rehearsals for the event;
- 6) A detailed draft budget which provides the following information;

(a) Total cost of services including proposed travel costs, wages and programmed elements.

- 7) Details of the Respondent's payment requirements and any additional charges;
- 8) The systems and other approaches that will be implemented to ensure compliance with relevant government standards, codes and regulations, including Occupational Health and Safety requirements;
- 9) Details of at least 2 referees for whom the Respondent has previously provided services described in section 1 of this RFQ.

There is no representation or guarantee that the successful Respondent will be contracted to provide any additional enhancements or effects outlined by the Respondent in connection with paragraph 5 of this section.

6. Event Liaison

The successful Respondent will be required to attend a number of meetings and briefing sessions with the Territory in the lead up, and following the event.

Enlighten Site (2017) – Parliamentary Triangle

