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| **Request for Proposal** |  |
| Request for Proposal (RFP) Number: | T2022/0026 |
| Request for Proposal Title: | Adelaide Unleashed Partnership Opportunities |
| **Council Contact Details** |
| Email Address: | All enquiries relating to this Request for Proposal are to be emailed to:**t.online@cityofadelaide.com.au** |
| **Proposal Closing Information** |
| Closing Date: | 5:00 PM (Adelaide time) on Wednesday, 30 March 2022 |
| Lodgement: | Email to:**t.online@cityofadelaide.com.au**Proposals submitted in hard copy or by any means other than as stipulated above will not be accepted. |

**Working with the City of Adelaide**

For more information on working with the City of Adelaide, including the Procurement Policy; a Supplier Guide and other current opportunities, please visit:

<https://www.cityofadelaide.com.au/city-business/business-support/tenders-supply-goods-services>

STRUCTURE OF THIS REQUEST FOR PROPOSAL

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# SECTION A – GENERAL INFORMATION

The Corporation of the City of Adelaide (ABN 20 903 762 572) (the **Council**) invites proponents to submit a proposal/s for the delivery of Major Street Installations and Laneway Activations (the **Supplies.** The Council may enter into a Contract with the successful Proponent. The Council is bound by its Procurement Policy in releasing this RFP and conducting the Proposal Process.

**Please Note:**

* It is your responsibility to ensure your Proposal submission is successfully emailed to t.online@cityofadelaide.com.au by the closing time.
* If possible, please email your Proposal as a single electronic file.
* Please draft your Proposal to be as specific to this project as possible, keeping generic material to a minimum.

# SECTION B – CONDITIONS OF PROPOSAL

* 1. Definitions

In this RFP, the following terms shall, unless inconsistent with the context, have the meanings indicated:

* + 1. A reference to a **clause** is a reference to a clause of this RFP.
		2. **Closing Date** means the time and date specified on the cover of this RFP, or such later time and date as may be notified in writing to Proponents by the Council.
		3. **Conditions of Proposal** means these Conditions of Proposal as attached to **Section B** of this RFP.
		4. **Conforming Proposal** means a Proposal which meets all the requirements set out in this RFP and the Proposal Documents.
		5. **Non-Conforming Proposal** means a Proposal does not meet the requirements set out in this RFP and/or the Proposal Documents.
		6. **Preferred Proponent** means the Proponent referred to in clause 2.9.
		7. **RFP** means this Request for Proposal.
		8. **Proposal** means a Proposal submitted by a Proponent pursuant to this RFP.
		9. **Proposal Documents** means the documents specified in clause 2.2.1.
		10. **Proposal Process** means the process for calling, receiving, evaluating and awarding of Proposal(s) as proposed in clauses 2.2.6 and 2.2.7 of these Conditions of Proposal.
		11. **Proposal Response Schedules** are the forms attached to **Section G** of this RFP.
		12. **Proponent** means an organisation or person who submits a Proposal in response to this RFP.
	1. Request for Proposal

The Council seeks Proposals from Proponents for the provision of the Supplies, which are further described in the Proposal Documents.

* + 1. Proposal Documents

The Proposal Documents are comprised of:

* + - 1. the website information;
			2. these Conditions of Proposal; and
			3. the Proposal Response Schedules.
		1. Lodgement of Proposals
			1. Proposals must be lodged by email to t.online@cityofadelaide by the Closing Date. Proposals lodged by any other means will not be considered.
		2. Late Proposal
			1. Proposals received after the Closing Date will not be accepted into the Proposal Process unless the Council, in its absolute discretion, determines that accepting a late Proposal will not compromise the integrity of the Proposal process or provide any unfair advantage to the Proponent lodging the late Proposal.
		3. Extension of Time for the Submission of Proposals
			1. The Council may, in its absolute discretion, no less than two business days before the Closing Date, extend the Closing Date by notice in writing to the Proponents.
			2. A Proponent may request the Council to extend the Closing Date for the submission of a Proposal by written application emailed to the Council at t.online@cityofadelaide.com.au.
		4. Proposal Validity Period
			1. All Proposals will remain open for acceptance by the Council for a period of not less than ninety days after the Closing Date.
			2. Once submitted, a Proponent cannot withdraw its Proposal without the prior written consent of the Council, unless the Proposal is withdrawn in writing before the Closing Date.
		5. Proposed Proposal Process

The Council reserves the right to conduct the Proposal Process in any way it sees fit while complying with these Conditions of Proposal and the Council’s Procurement Policy. For example, the Council reserves the right to shortlist Proponents, conduct interviews and request that Proponents present their proposals to the evaluation panel.

* + 1. Proposed Timing of Proposal Process

The Council may change any date within the indicative timetable below. The Council will endeavour to advise all Proponents of any change to the indicative timetable.

|  |  |
| --- | --- |
| **Request for Proposals** | Open 4 March 2022 |
| **Closing Date** | 5pm (Adelaide time) on Wednesday, 30 March 2022 |
| **Notification to successful Proponent** | April 2022***(indicative)*** |
| **Execution of Contract** | April 2022***(indicative)*** |
| **Commencement of Provision of Supplies** | May 2022***(indicative)*** |

* 1. Communication between the Parties
		1. Enquiries or Requests for Information or Clarification
			1. Any enquiries or requests for information or clarification regarding this RFP or the Proposal Documents must be made in writing and emailed to Council at the Tenders Online address (t.online@cityofadelaide.com.au) not less than two business days before the Closing Date.
			2. The Council may (but is not obligated to) respond to a Proponent’s enquiries or requests for information or clarification.
			3. If the Council provides any information to a Proponent by way of clarification, then the Council reserves the right to provide that information to other Proponents.
			4. No statement made by any representative of the Council should be construed as modifying this RFP or any of the Proposal Documents, unless confirmed in writing by the Council.
		2. Proponent not to solicit the Council and its employees

The Proponent and its representatives must not interfere or attempt to interview or to discuss its Proposal with Councillors or employees of the Council. The Council reserves the right to reject any Proposal submitted by a Proponent which contravenes this clause.

* 1. Proposal Preparation
		1. Proponents to be informed

Each Proponent must, prior to submitting it’s Proposal, become acquainted with the nature and extent of the Supplies to be provided to the Council, and make all necessary examinations, investigations, inspections and deductions.

* + 1. Conflict of Interest

Proponents must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Proponent is successful. If any conflict or potential conflict exists, the Proponent must advise how it proposes to address this.

* + 1. Use of Subcontractors

Where a Proponent proposes to use resources from organisations other than the Proponent itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Proposal, together with information on the relevant experience of such other organisation.

* + 1. Ombudsman Act

Proponents should be aware that the *Ombudsman Act 1972* (SA) has been amended so that the definition of “administrative act” under that Act includes an act done in the performance of functions under a contract for services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Proponent must ensure compliance with all obligations arising under that Act and any other applicable legislation.

* + 1. Freedom of Information

Proponents should be aware that the *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including contracts entered into by the Council, except for those contracts or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

* + 1. Collusion & Improper Behaviour

It is disqualifying behaviour for a Proponent to, or attempt to, in connection with the Proposal Process:

* + - 1. collude with any other Proponents or potential Proponents.
			2. engage in anti-competitive conduct, conduct that is misleading or deceptive or contrary to law;
			3. obtain improper assistance of a current or former employee of the Council;
			4. use information improperly obtained from the Council;
			5. violate the Council’s policies regarding the offering of inducements to Councillors or employees; or
			6. influence the outcome of the evaluation process by lobbying any Councillor or employee of the Council or any potential member of the evaluation panel.
		1. Proponent’s confidential information
			1. Subject to clauses 2.4.6 and 2.4.8.2, the Council will treat as confidential all Proposals submitted by Proponents in connection with this RFP.
			2. The Council will not be taken to have breached any obligation to keep information provided by Proponents confidential to the extent that the information:
1. is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the Proposal process or to prepare and manage any resultant agreement;
2. is disclosed to the Council’s internal management personnel, solely to enable effective management or auditing of the Proposal process;
3. is disclosed by the Council to the responsible Minister;
4. is authorised or required by law to be disclosed; or
5. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.
	* 1. Change in a Proponent’s circumstances

After submission of its Proposal and before Contract award, a Proponent must immediately notify the Council in writing if there is a material change to the Proponent’s circumstances that may have an adverse effect upon the Proponent’s ability to perform the Contract or materially alters any information in the Proponent’s Proposal.

* + 1. Probity

If a Proponent considers that the Proposal Process has failed in respect of fairness, due process or transparency, the Proponent may provide written notification to the Team Leader, Strategic Procurement & Contract Management (or, if the failure concerns the Procurement department, to the Council’s Chief Executive Officer). The notification must be given as soon as possible and must set out the issues in dispute, the impact upon the Proponent’s interests, any relevant background information and the desired outcome. Any probity dispute will be resolved according to any dispute resolution provisions in the Contract, so far as can be made applicable.

* + 1. ICAC

Each Proponent should be aware that, if it is chosen by the Council as the successful Proponent, upon entering into a Contract with the Council, the Proponent will be considered to be a public officer for the purposes of the *Independent Commissioner Against Corruption Act 2012* (SA) (**ICAC Act**) and will be required to comply with the ICAC Act and any Directions and Guidelines issued pursuant to the ICAC Act. The Council expects that Proponents will familiarise themselves with the provisions of the ICAC Act and any Directions and Guidelines issued pursuant to the ICAC Act. Each Proponent acknowledges that it is its sole responsibility to undertake this familiarisation.

* 1. Proposal Documents
		1. Non-Conforming Proposals

Except in respect of late Proposals which are considered under clause 2.2.3, the Council is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Proposal. Failure to respond to or meet any of the requirements set out in this RFP and the Proposal Documents will result in the Proposal being deemed a Non-Conforming Proposal.

* + 1. Content of Proposals
			1. Proponents are required to complete the Proposal Response Schedules and submit them to the Council.
				1. All prices quoted by Proponents in their Proposals are to be in Australian dollars and exclusive of GST.
				2. Unless specifically stated elsewhere in this RFP or in the Contract, all prices quoted are not subject to rise and fall. If a price is specifically stated to be subject to rise and fall, and the formula used to calculate the rise and fall is not provided by the Council, the Proponent must propose such a formula in its Proposal.
			2. Unless otherwise specified, a Proposal must be for the whole and not part only of the provision of the Supplies.
			3. If a Proponent proposes to provide the Supplies on a basis different to that envisaged by the Proposal Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Proposal. The Council does not warrant that any discussion with any Council representative, employee or Councillor prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Proposal.
	1. Acknowledgement by Proponents

Proponents acknowledge that the Council:

* + 1. makes no representations and offers no undertakings in issuing this RFP or the Proposal Documents;
		2. is not bound to accept the lowest Proposal or required to accept any Proposal;
		3. may accept all or part of any Proposal;
		4. may require one or more Proponents (but is not obliged to require all) to supply further information and/or attend a conference or interview;
		5. may require one or more Proponents (but is not obliged to require all) to make presentation(s);
		6. may undertake “due diligence” checks on any Proponent, including verifying references and/or referees, and undertaking company searches and credit checks;
		7. will not be responsible for any costs or expenses incurred by a Proponent arising in any way from the preparation and submission of its Proposal;
		8. accepts no responsibility for a Proponent misunderstanding or failing to respond correctly to this RFP;
		9. accepts no responsibility or liability for the accuracy or completeness of the information in this RFP or given in any briefing to Proponents;
		10. does not assume any duty of disclosure or fiduciary duty to any interested party;
		11. will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of a Proposal or prior to the signing of any Contract or otherwise;
		12. will not be bound by any verbal advice given or information furnished by any employee, member, officer or agent of the Council in respect of the Proposal Documents or this RFP, but will only be bound by written advice provided by the Council; and
		13. subject to law, will not be liable to a Proponent (under statute, common law or equity) and the Proponents waive and release the Council in respect of any claim, action or demand arising out of any matter or thing in connection with a Proponent’s participation in the Proposal Process, including instances where the Council suspends, varies or abandons the Proposal Process or any negotiations with a Proponent or where the Council exercises or fails to exercise any of its other rights in connection with the Proposal Process.
	1. Council’s Rights

Subject to law, the Council has absolute discretion in the exercise or non-exercise of its rights under the Proposal Process and is not obliged to give reasons for a decision.

The Council reserves the right to:

* + 1. amend, vary, supplement or terminate this RFP at any time;
		2. waive or vary any obligation of all Proponents under this RFP;
		3. accept or reject any Proposal, including the lowest price Proposal;
		4. allow another party to take over a Proposal in substitution for the original Proponent;
		5. negotiate with any supplier or contractor regarding all or any part of the Supplies to be provided pursuant to this RFP;
		6. vary the timing and process referred to in clauses 2.2.6 and 2.2.7;
		7. postpone or abandon this RFP;
		8. add or remove any Proponent;
		9. accept or reject any Proposals whether or not they are Conforming Proposals;
		10. accept all or part of any Proposal;
		11. negotiate or not negotiate with one or more Proponents;
		12. contract with deletions or additions to the form of Contract in this RFP;
		13. publish the name of the successful Proponent, the pricing and the provisions of the Contract generally, subject to any overriding duty of confidence; and/or
		14. discontinue negotiations with any Proponent.
	1. Proposal Evaluation
		1. After the Closing Date, the Council will consider all conforming Proposals (and may also consider any Non-Conforming Proposals). Proposals considered will be evaluated in a fair, equitable and clear manner using the information in the Proposal and any other information available to the Council. To consider Proposals, the Council will form an evaluation panel, which will evaluate against the set evaluation criteria set out in **Section E**.
		2. Use of Proposal Documents

The Council may use, retain and copy any information contained in the Proposals for the evaluation of Proposals and for the finalisation of the provisions of the Contract.

* + 1. Debriefing of Proponents

If requested, Proponents may be debriefed against the Council’s evaluation criteria. Proponents will not be provided with information concerning other Proponents, apart from publicly available information. No comparison with other Proposals will be made.

* 1. Acceptance of Proposal
		1. The Council reserves the right to negotiate different terms and conditions for the Contract with any one or more Proponents (each referred to as a **Preferred Proponent**).
		2. The Council and the Preferred Proponent may (if required) enter into negotiations for the award and execution of a Contract.
		3. If the Council and the Preferred Proponent are unable to negotiate and agree on the terms of the Contract, the Council reserves the right to negotiate with any other parties, including other Proponents, for the provision of the Supplies.
		4. The successful Proponent will be notified in writing by the Council of the Council’s acceptance of its Proposal. The successful Proponent must not make any oral or written public statements in relation to the awarding of a Contract until written notice is received by the Proponent.
		5. The notification of the acceptance of a Proposal by the Council creates an obligation on the Council and the successful Proponent to enter into the Contract (subject to any variations agreed pursuant to this clause 2.9).
	2. Ownership of Proposals & Unsuccessful Proposals
		1. A Proponent may in its Proposal specify items of its submission required to be returned to the Proponent after the award of the Contract, if not awarded the Contract. However, the Council will retain a copy of the submission for record keeping purposes. Otherwise, all documents (as distinct from the information contained in them) submitted in response to the RFP become the property of the Council on submission.
		2. Unsuccessful Proponents must, if required by the Council, return the Proposal Documents to the Council, once they have been advised that their Proposal is unsuccessful.
	3. No Legal Requirement

The issue of this RFP or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Supplies from the Proponents.

* 1. Warranties

In submitting a Proposal, each Proponent warrants and represents to the Council that the Proponent:

* + 1. enters a legally binding contract with the Council on the terms and conditions set out in these Conditions of Proposal;
		2. Proposals to provide the Supplies described in the Specifications in accordance with the Contract, subject only to the variations set out in the schedule titled “Statement of Conformity”;
		3. has independently satisfied itself as to the accuracy of the information in this RFP and has conducted its own enquiries, investigations and analysis of the Proposal Process;
		4. submits the Proposal via a representative authorised to do so; and
		5. has taken into account all addenda issued during the Proposal period in preparing the Proposal.
	1. Governing Law

This RFP is governed by the law in South Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

# SECTION E – EVALUATION CRITERIA

Each Proposal must address the evaluation criteria set out below. The criteria are listed in no order.

|  |  |  |
| --- | --- | --- |
| **No.** | **Criterion** | **Relevant Schedule** |
| **1** | **Price** |  |
| 1a | Indicative budget for the installation/activation. | 2 |
| 1b | Proponent has provided comprehensive pricing on all aspects of the requirements | 2 |
| **2** | **Creativity** |  |
| 2a | Creative Merit and ability to engage pedestrian foot traffic and increase economic activity in the City/North Adelaide. | 3 |
| 2b | Clear, viable and enticing proposal and plan. | 3 |
| 2c | Demonstrated ability to develop concepts and communicate ideas. | 3 |
| **3** | **Experience** |  |
| 3a | Proponent has relevant experience in managing similar activations/installations in the public realm (and working within timelines and projects) | 4,5 |
| 3b | Respondent has demonstrated financial capability and expertise to operate the activation/installation. | 3 |
| **4** | **Capability** |  |
| 4a | Proponent demonstrates strong capacity to meet the requirements of the Specification including availability of resources and ability to meet proposed timeframes. | 3,4 |
| **5** | **Value Added** |  |
| 5a | Respondent can deliver additional value to Council throughout the activation/installation such as opportunities for local suppliers. | 6 |

Council may perform due diligence checks on any aspect of a Proposal, regardless of whether such aspect is referred to in the above table. If these due diligence checks indicate a risk to Council in contracting with a Proponent, Council may deem that Proponent’s Proposal a Non-Conforming Proposal regardless of the Proponent’s performance in the formal evaluation process.

# SECTION F – WHS MANAGEMENT REQUIREMENTS

***General Work Health & Safety Requirements***

Under the *Work Health & Safety Act 2012* (SA), the Council as a “person conducting a business or undertaking” (***PCBU***) has a duty to provide and maintain, so far as is reasonably practicable, a safe working environment for its employees, Proponents, contractors, consultants, visitors and members of the public. To align with Council’s WHS duties, the successful Proponent must:

identify and discharge their own duties as a PCBU;

ensure through a documented and systematic approach, that its employees, sub-contractors and agents comply with any Acts, regulations, local laws and by-laws, Guidelines applicable to the performance of the Supplies; and

comply with any reasonable directions of Council’s nominated Contract Representative relating to safety and environmental matters if they arise.

ensure that its sub-contractors and suppliers also comply with all the above requirements.

ensure that WHS team members issued with Council Authorisation photo ID cards are allowed access to the site.

acknowledge that authorised WHS team members are empowered to cease any work and close all or part of the site to resolve safety breaches.

***Proponent’s WHS and Environmental Management Systems***

The WHS and Environmental management systems of the successful Proponent must, as a minimum requirement, demonstrate compliance with all duties of a PCBU specified in the *Work Health & Safety Act 2012* (SA).

The WHS and Environmental management systems used by the successful Proponent must conform to the standards AUS/NZ4801 and ISO 14001. The successful Proponent must, when requested by Council, submit a complete or part copy of its WHS and Environmental management system documentation.

The successful Proponent must, prior to commencement of the Contract and during the term of the Contract, implement its WHS and Environmental Management Plan. The plan must adopt the WHS hierarchy of controls, and make specific reference to Guidelines, Safe Work Method Statements, Safe Work Instructions and Safe Operating Procedures where relevant.

# SECTION G – PROPOSAL RESPONSE SCHEDULES

|  |
| --- |
| **Schedule Number & Name** |
| [STRUCTURE OF THIS REQUEST FOR PROPOSAL 2](#_Toc97126399)[Schedule 1 – Proponent’s Details 14](#_Toc97126400)[Schedule 2 – Pricing 15](#_Toc97126401)[Schedule 3 - Creativity 17](#_Toc97126402)[Schedule 4 – Resources 18](#_Toc97126403)[Schedule 5 – Experience 19](#_Toc97126404)[Schedule 6 – Value Added Services 20](#_Toc97126405)[Schedule 7 – Conflict of Interest 21](#_Toc97126406)[Schedule 8 – Insurance 22](#_Toc97126407) |

Schedule 1 – Proponent’s Details

| **Proponent** |
| --- |
| **Trading Name:** |  |
| **Legal Name:*(please note full details of any trusts and trustees)*** |  |
| **ABN:** |  |
| **Registered Address:** |  |
| **Place of Business Address:*(if different from above)*** |  |
| **Postal Address:** |  |
| **Telephone:** | ( )  |
| **Fax:** | ( )  |
| **Email:** |  |

| **Contact Person** |
| --- |
| **Name:** |  |
| **Title:** |  |
| **Telephone:** |  |
| **Email:** |  |

Proponents are to nominate which opportunity they are proposing to deliver and may submit more than one proposal for each.

□ 1. Major Street Installations, Experiences and Attractions

□ 2. Adelaide Unleashed Laneways Activations

Schedule 2 – Pricing

**To Be Read Prior To Completing the Pricing Schedule.**

1. Proponents must submit a lump sum price on this Schedule.

2. This Schedule should be completed for each Proposal.

3. The successful Proponent’s lump sum price will be inserted into the Contract for the Supplies.

**Relevant to Evaluation Criterion: 1**

4. The Proponent may recover from the Council any GST for which the Proponent is liable on account of a taxable supply to the Council.

5. Any assumptions required in calculating prices are to be **clearly stated**.

6. The lump sum price must be inclusive of all administrative costs and associated overheads and conform to the requirements of the RFP.

7. Where volume and other discounts have been applied in the calculation of the requested pricing, these should also be detailed.

8. Proponents are to provide details of any effects on offered prices should the Council decide only to accept part of the Proposal.

| **Section 1 - Lump Sum Price** | **Price (Ex GST)** |
| --- | --- |
| **Total cost for the Supplies** |  |

**Assumptions in Lump Sum Price**

The Proponent must list below all assumptions in calculating the price stated – such as volume and other discounts, the effect on the lump sum price should the Council decide to accept part only of the Proposal.

| **No.** | **Assumptions** |
| --- | --- |
|  |  |

**Exclusions to the Lump Sum Price**

The Proponent must list below anything not included in the lump sum price. Anything not listed below is included in the lump sum price.

| **No.** | **Exclusions** |
| --- | --- |
|  |  |

**Lump Sum Price Breakdown**

To assist the Council in the evaluation of Proposal, Proponents are asked to give a breakdown of each lump sum price using the tables below, noting the quantity of each item set out in the Specification. A more detailed breakdown might yet be required in the evaluation process. Where Council has provided an itemised table to complete for the lump sum price breakdown, Council does not guarantee the accuracy against the specifications. The specifications take precedence, unless otherwise advised and Proponents are responsible for ensuring their lump sum breakdown complies with the specifications and identifies this in their response where it differs from Council’s original itemisation.

**The budget is to cover all costs associated with the project management, design development, fabrication, stakeholder management and installation and removal of work.**

|  |  |  |
| --- | --- | --- |
| **Item (if applicable)** | **$Price (Excl. GST)(please state any items where exempt from GST)** | **Work to be completed by Proponent or Subcontractor?** |
| Structural design, risk assessment, engineering certification, work permits and development approvals |  |  |
| Installation, and relocation of existing or temporary assets (services)  |  |  |
| Materials |  |  |
| Fabrication |  |  |
| Equipment hires |  |  |
| Traffic management |  |  |
| Connection and supply of power  |  |  |
| Site clean-up and remediation after installation |  |  |
| Artist / Artist team’s fees, including travel, etc. and any sub-contractor fees |  |  |
| Event Management Overview i.e., succinct version of the Event Management Plan (if relevant)  |  |  |
| Production team fees |  |  |
| Work in progress and Work in Transit insurance |  |  |
| Public liability insurance ($20 million) and other required insurance |  |  |
| Contingency |  |  |
| Other (please specify) |  |  |

Schedule 3 - Creativity

**Relevant to Evaluation Criterion: 2,4**

Each Proponent is asked to provide details below. Proponents may use the space provided or attach information to this schedule. This Schedule should be completed for each Proposal.

| **Response to RFP Specification** |
| --- |
| Please provide:* A detailed overview of your proposed activation/installation including anticipated daily visitation and capacities.
* Concepts which may include design images, site plans and proposed layouts.
* Indicative Timeframes.
* Target market for activation/installation.
* Customer experience.
* Amenities considered necessary to the activation/installation including back of house infrastructure.
* Overview of intended marketing of activation/installation including marketing channels and partnerships.
* Any commercial partnerships proposed for the activation/installation.
 |
| Provide details: |

| **Capability** |
| --- |
| Please provide a statement of capacity to develop and operate/manage the proposed activation/installation including availability of resources and ability to meet the proposed timeframes (maximum of two A4 pages). |
| Provide details: |

.

| **Financials** |
| --- |
| Please provide evidence of financial capability and expertise to operate this activation/installation. |
| Provide details: |

Schedule 4 – Resources

**Relevant to Evaluation Criterion: 3**

Each Proponent is asked to provide details below. Proponents may use the space provided or attach information to this schedule.

| **Experience** |
| --- |
| Provide a general statement of the Proponent’s experience in managing similar activations/installations in the public realm (and working within timelines and projects).  |
| Provide details: |

| **Key Employees** |
| --- |
| Please provide a curriculum vitae (CV) of the individual artists or in the case of a team, for everyone on the team (maximum of two A4 pages). |
| Provide details: |

**Proposed Subcontractors**

Provide details in the table below regarding the proposed major subcontractors or other representatives to be employed or engaged by the Proponent. The Proponent must specify and define the scope and extent of the Supplies to be provided by subcontractors.

|  |  |  |
| --- | --- | --- |
| **Subcontractor’s name and address** | **Aspects of the Supplies to be provided** | **Item(s)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Schedule 5 – Experience

**Relevant to Evaluation Criterion: 3**

Please provide examples of two past projects relevant to the Supplies. For each example, give a summary of the pertinent facts of the project and a suitable referee.

You may fill in the tables below or attach separate pages.

| **Example 1** |
| --- |
| **Project Title:** |  |
| **Client Name:** |  |
| **Date of Work:** |  |
| **Description of Project:** |  |
| **Proponent’s role in project:** | *(head contractor, subcontractor, supplier etc.)* |
| **Value:** | Overall project value: Value of Proponent’s component of project:  |
| **Referee:** | Name: Telephone: Email:  |

| **Example 2** |
| --- |
| **Project Title:** |  |
| **Client Name:** |  |
| **Date of Work:** |  |
| **Description of Project:** |  |
| **Proponent’s role in project:** | *(head contractor, subcontractor, supplier etc.)* |
| **Value:** | Overall project value: Value of Proponent’s component of project:  |
| **Referee:** | Name: Telephone: Email:  |

**Proponents are to include a maximum of 10 digital images per artist showing examples of previous works.**

Schedule 6 – Value Added Services

**Relevant to Evaluation Criterion: 5**

Each Proponent is asked to provide details of any other benefits it can offer to improve the value of its Proposal to Council. This may include opportunities for local suppliers.

|  |
| --- |
| Provide details: |

Schedule 7 – Conflict of Interest

Each Proponent is asked to provide details of any interest, relationship or clients which may or do give rise to a conflict of interest and the issue about which that conflict or potential conflict does or may arise.

| **Conflict** | **Details** |
| --- | --- |
|  |  |
|  |  |
|  |  |

Schedule 8 – Insurance

Each Proponent is asked to provide details of insurance currently held. Proponents are asked to confirm that it requires the same level of insurance of its subcontractors.

| **Insurance Type** | **Policy No.** | **Extent of Cover** | **Expiry Date** | **Name of Insurer** | **Proponent requires this insurance of its subcontractors?** |
| --- | --- | --- | --- | --- | --- |
|  | **Per Incident $AUD** | **In Aggregate $AUD** |  |
| **Public & Products Liability** |  | Min. $20m | Min. $20m |  |  |  |
| **Professional Indemnity** |  | Min. $5m | Min. $5m |  |  |  |
| **Workers Compensation** |  |  |  |  |  |  |
| **Other** |  |  |  |  |  |  |