Documents – Schedule 3
File 2013/9540 – Community relations – Events – Multicultural Festival 2014-16 NMF – Procurement and Tender Process – Part 1

Folio no	Date	Document	Status	Reason for Exemption
1-65	3/7/2013	Strategic Procurement Plan Minute	Full release	
66-68	Undated	Brief – Result of the 2013 National Multicultural Festival Spectator Survey and final Budget position	Not released	Outside of scope
69-71	Undated	Draft Brief – Result of the 2013 National Multicultural Festival Spectator Survey and final Budget position	Not released	Outside of scope
72-88	Undated	Community Consultation – New ideas for the 2014 NMF and beyond	Not released	Outside of scope
89-94	28/6/2013	Brief DBC-13/570 – Execution 2014-16 NMF Procurement Plan Minute	Full release	
95-97	7/8/2013	How many downloads (22416110)	Not released	Outside of scope
98-176	Undated	Request for quotation no: 22416.110	Full release	
177-201	6/1/2014	Signed Services Agreement – Electrical Services	Full release	
202-228	17/1/2014	Signed Services Agreement – Portable toilets	Full release	
229-254	28/1/2014	Signed Services Agreement - Care Traffic Services	Full release	
255-287	18/12/2013	Signed Services Agreement - Provision of sound and lighting	Full release	
288-317	7/1/2014	Signed Services Agreement – Marquees and Change rooms	Full release	
318-349	6/1/2014	Signed Services Agreement - Security Services	Full release	
350-379	20/1/2014	Signed Services Agreement – Waste Management	Full release	
File cover page				

In-Confidence
Owner Departme COMMUNITY SERVICES DIRECTORATE
Branch Name POLICY & ORGANISATIONAL SERVICES
Section Name ACT OFFICE OF MULTICULTURAL AFFAIRS

2013/9540

COMMUNITY RELATIONS - Events - Multicultural Festival - 2014 - 2016 National Multicultural Festival - Procurement & Tender Process - Part 1

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2. Referred to	3. Date	4. Cleared Init. & Date	1. Folio No.	2. Referred to	3. Date	4. Cleared Init. & Date	1. Folio No.	2. Referred to	3. Date	4. Cleared Init. & Date
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SERVICES AGREEMENT

Date	20 Jan 14
Parties	AUSTRALIAN CAPITAL TERRITORY SPOTLESS FACILITY SERVICES PTY LTD ABN 83 072 293 880
	PROVISION OF WASTE MANAGEMENT SERVICES FOR THE 2014 – 2016 NATIONAL MULTICULTURAL FESTIVAL CONTRACT NUMBER 2013.22416.223
Prepared by	Contracts and Grants Unit Community Services Directorate Nature Conservation House Level 1, 153 Emu Bank BELCONNEN ACT 2616 Ref: 29102013:MM
Version	Final January 2014

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) **(Territory)** represented by the **Community Services Directorate.**

SPOTLESS FACILITY SERVICES PTY LTD
ABN 83 072 293 880 of 549 St Kilda Road Melbourne in the State of Victoria 3004 **(Contractor).**

BACKGROUND

A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.

B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1.**

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price	means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.
Contractor Material	means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
Invoice	means an invoice that: (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: (1) public liability insurance, an insurer that is: (a) accepted by the Australian Capital Territory Insurance Authority (**ACTIA**) for the purposes of the Insurance Determination,

(b) authorised by the Australian Prudential Regulation Authority (**APRA**) to conduct new and renewal insurance business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2**.

Special Condition means any provision set out in **Schedule 3**.

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6**.

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

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).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the

Territory to the Contractor as being confidential;

(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

(1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and

(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1.**

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

(1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;

(2) all Territory Material, including any intellectual property rights, remains with the Territory; and

(3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

(1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.

(2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.

(3) For the purpose of this clause, "use" includes:

(a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and

(b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

(1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and

(2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

(1) use its best endeavours to include in the Contract Material an attribution of those authors; and

(2) procure from those authors their genuine written consent for the Territory to:

(a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,

(b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and

(c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

(1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

(2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

(3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and

(4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

(1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

(2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;

(3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and

(4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

(1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

(a) required or authorised to be disclosed by law,

(b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

(c) generally available to the public, or

(d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

(2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.

(3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

(1) is required or authorised to be disclosed under law;

(2) is reasonably necessary for the enforcement of the criminal law;

(3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

(4) is generally available to the public;

(5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

(6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or

(7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes

advantage of any statute for the relief of insolvent debtors;

(2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or

(3) is in breach of a provision of this Agreement, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

(b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

(1) the Territory will be liable only for:

(a) payments under this Agreement for Services rendered before the date of termination, and

(b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;

(2) on receipt of a notice of termination or reduction, the Contractor must:

(a) stop work as specified in the notice,

(b) take all available steps to minimise loss resulting from that termination or reduction of Services, and

(c) continue to perform any part of the Services not affected by the notice; and

(3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

(1) If a difference or dispute **(Dispute)** arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which

specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

(2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

(1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and

(2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

(1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

(2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including

the direct or indirect holding of more than 50% of the share capital of a corporation.

(3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers
See clauses 1.1 and 12.10

For the Territory:

Senior Manager
The Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: Jancye.Winter@act.gov.au

For the Contractor:

Mr Steve Webber
National Cleaning Manager
Leisure, Sport and Entertainment
Spotless Facility Services Pty Ltd
549 St Kilda Road
MELBOURNE VIC 3004

Telephone: (03) 9269 7600
Email: steven.webber@cleanevent.com.au

Item 2. Term
See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for a further 12 months.

Item 3. Contract Price
See clause 4

(1) Contract Price: is $185,460.00 (GST Inclusive) total price over two (2) years plus Consumer Price Index.

(2) An Invoice may only be rendered following completion of the Services.

(3) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the Territory of an Invoice;

(b) inclusive of GST and all other taxes, duties and charges; and

(c) inclusive of all disbursements, including

out-of-pocket expenses incurred by the Contractor.

Item 4.	**Specified Personnel** *See clause 6*	Item 4, not used.
Item 5.	**Other amounts and insurance** *See clause 9.1*	(1) Public liability insurance: $20 million in respect of each claim; (2) Professional Indemnity insurance with coverage in the amount of not less than $10 million in respect of each occurrence; and (3) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.
Item 6.	**Territory Information** *See clauses 1.1 and 7*	Item 6 not used.
Item 7.	**Confidential Text** *See clauses 1.1 and 8*	Item 7 not used
Item 8.	**Grounds for confidentiality of Confidential Text** *See clause 8*	Item 8 not used

SCHEDULE 2

PROVISION OF WASTE MANAGEMENT SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be required to undertake the supply and delivery of high quality Waste Management Services to the 2014-2016 National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

(1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;

(2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;

(4) be required to provided:

(a) an afterhours contact number;

(b) be contactable afterhours; and

(c) Respond within one (1) hour from the time of contact.

(5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;

(6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;

(7) be required to have their own radio system separate to the Festivals radio network;

(8) act in good faith to maintain standards of customer service and comply with all relevant legislation;

(9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(11) hold the current Australian Industrial Relations Certificate;

(12) carry applicable licence/s for the service and have available for daily viewing; and

(13) provide ongoing associated support through the Festival as needed.

4. METHODOLOGY

4.1 The Contractor will be engaged to undertake the following Services:

(1) provide, maintain and place bulk waste storage facilities (skip bins) for use during pre-event Bump In, the Festival and post event Bump Out;

(2) provide, maintain and place suitable 240 litre two-bin system for

recycling and general garbage throughout the Festival sites;

(3) provide, maintain and place suitable receptacles for the storage and disposal of commingled recyclables, cardboard and waste to landfill;

(4) provide, maintain and place large storage bins for wet waste including floral foam and plant material;

(5) supply efficient, suitable, high quality bin liners to service all of the relevant bins (black/green for waste to landfill and clear for recycling);

(6) supply personnel to place all bins in designated locations, remove bins to kerb ready for collection and return bins to designated locations after collection waste in accordance with the agreed program schedule;

(7) supply personnel during Festival hours to check and, if required empty bins and replace liners throughout the event site;

(8) ensure provision for the Festival Event Manager or their nominated delegate to request an additional truck and human resources to assist where and when required;

(9) remove all waste disposal in accordance with the agreed program schedule;

(10) report total tonnage for both recyclables and other waste disposed of from the Festival and include copies of dockets issued at waste and recycling facilities;

(11) providing a copy of all waste tipping dockets (receipts/invoices) to the Festival Event Manager or their nominated delegate no later than 15 working days after the Festival;

(12) outline and implement an appropriate strategy and allocate specific areas on the footprint for oil waste collections and provide this strategy to the Festival Event Manager or their nominated delegate seven (7) days prior to the Bump In.

(13) take responsibility for overnight security of all equipment;

(14) be mindful of areas of influence (associated with entrance and exit points of the footprint and making sure waste collection services is implemented in those areas);

(15) ensure all marquees are cleaned prior to new stall holders Bump In each day of the Festival no later than 5:00 am in the morning. (This is only applicable where a change of stall-holder has occurred overnight. Bump In for new stall is 6:00am;

(16) provide additional services and ongoing site checks especially during the peak period, which is usually Day 2 of the Festival;

(17) ensure that all personnel undertaking services throughout the Festival be equipped with the appropriate tools, equipment and protective gear to undertake assigned tasks;

(18) Bump Out no later than 5:00am Monday the date after the Festival of each year;

(19) participate in the pre-cleaning inspection sessions as requested by the Festival Event Manager or their nominated delegate; and

(20) ensure all waste management compounds are safely structured and liaise with emergency services and traffic controllers on a regular basis as required during each year of the Festival; and

(21) provide a waste management plan 60 days prior to contract execution outlining bin numbers, placements and collection plan to ensure recycling obligations are adhered to.

5. TIMEFRAME

5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.

5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

5.3 The Contract is to submit to the Territory a waste management plane 30 days prior to the Festival.

6. REPORTING

6.1 The Contractor will submit the following to the Territory:

(1) a report including recommendation for improvement by the 28 February each year of the Festival;

(2) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival; and

(4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

(1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and

(2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor **(Complaint)** will be handled by the Territory and in accordance with the following procedures:

(1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;

(2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

(3) after the Territory has given or been given notice in accordance with **paragraphs (1)** or **(2)** above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

Item 2. Work Health Safety and Rehabilitation Plan

2.1 The Contractor must prepare and supply a Work Health, Safety and Rehabilitation (WHS&R) Plan to the Territory for assessing its suitability. That plan shall be provided to the Territory no later than seven (7) days after the execution of this Agreement and prior to the event. The WHS&R Plan shall specify:

(1) Occupational Health and Safety (WH&S) Policy;

(2) WHS&R objectives to be attained for the Project;

(3) specific procedures, methods and work instructions to be applied;

(4) key staff and responsibilities;

(5) a staff induction and training plan; and

(6) other measures necessary to meet the WHS&R objectives including a method for changes and modifications to the WHS&R Plan as the Project proceeds.

2.2 The Territory will notify the Contractor as to the suitability of the submitted plan. The plan shall be taken as suitable if the Territory has not responded within seven (7) days.

2.3 The acceptance by Territory of the Contractor's plan

does not relieve the Contractor of complying with and demonstrating compliance with these conditions.

Item 3. WH&S Risk Management Plan

3.1 The Contractor must prepare and supply a Risk Management Plan specific to the 2014 National Multicultural festival and submit to the Territory for assessing its suitability. That plan shall be provided to the Territory no later than seven (7) days after the execution of this Agreement.

3.2 The Risk Management Plan shall specify:

(1) risks – what can happen and how they can happen;
(2) the consequences of the risk happening;

(3) the impact of the risk happening;

(4) existing controls, including documented record of information, instruction, training provided and supervision (refer to section 21(3) h of the *Work Safety Act 2011*);

(5) possible option treatments;

(6) person responsible for managing the risk; and

(7) timetable for implementing possible treatment options.

3.2 The Territory will notify the Contractor about the suitability of the submitted plan. The plan shall be taken as suitable if the Territory has not responded within seven (7) days.

3.3 The acceptance by the Territory of the Contractor's plan does not relieve the Contractor from complying with, and demonstrating compliance with, these conditions.

Item 4. National Multicultural Festival Site Instructions

4.1 Prior to conducting any installation at the 2014 National Multicultural Festival site, the Contractor must read and understand the specific 2014 National Multicultural Festival Site Instructions for that year and provide all personnel with a copy of the instructions. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official bump-in date.

Item. 5 Contractor Obligations

5.1 Qualifications, training and knowledge

(1) The Contractor must ensure all employees engaged for the agreement have training, skills and knowledge appropriate to undertake the services in a safe manner.

(2) The Contractor must ensure that all employees are adequately supervised and to ensure that all services are delivered in accordance with the requirements of any Agreement, and any relevant legislation and Australian Standard.

5.2 Award wages and conditions

(1) Every person employed by the Contractor in connection with the agreement must be paid wages at rates and employed under conditions of employment not less favourable than those established by any law of the Commonwealth or of the State or Territory in which the person is employed to perform the services of the same character in the trade or industry concerned.

(2) Before paying any monies to the Contractor under the agreement, the Territory may require the Contractor to give the Territory a statutory declaration by the Contractor, or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts attested to, that:

(a) all employees who have at any time been engaged on the Services performed under the agreement have been paid in full all amounts payable to them whether by the Contractor or a subcontractor in respect of their employment on the services under the agreement.

(b) all subcontractors have been paid all monies payable to them in respect of the services performed under the agreement.

(c) if within two (2) days after the request the Contractor fails to provide the statutory declaration, the Territory may withhold payment of monies due to the Contractor until the statutory declaration is received.

(3) All persons engaged or employed for carrying out the services, who are eligible, have been paid their correct superannuation entitlements.

(4) At the request of the Contractor and out of monies payable to the Contractor the Territory may on behalf of the Contractor make payments directly to an employee or subcontractor.

(a) The Contractor and each permitted subcontractor must keep proper wages' books and time sheets showing the wages paid to and, so far as practicable, the time worked employees in connection with the agreement.

(b) The Contractor and each permitted subcontractor must at all reasonable times allow any properly authorised officer of the Territory to enter upon his site, inspect his wages books and time sheets, and also if such authorised officer thinks fit, to interview any persons employed on the services in connection with the agreement as to their rates of wages, hours and conditions of employment.

(5) The Contractor must ensure that all persons engaged or employed for carrying out the services under the agreement are given every opportunity to join their respective staff association.

Item. 6 Force Majeure

(1) Neither party is liable for any failure to perform or delay in performing its obligations under this Agreement (excluding any obligation to make payment) if that failure or delay is due to any cause or condition beyond the reasonable control of the party including fire, flood, act of God, war, insurrection, sabotage, acts of terrorism, industrial disturbance, failure of electrical or telecommunications networks, acts of vandalism and changes in legislation or regulations of any government.

(2) If the failure or delay exceeds 60 days, either party may terminate the Agreement with immediate effect by giving notice to the other party.

Item. 7 Ownership and use of material

Further to **Item 5:**

(1) The Contractor retains ownership over all "Contract Material" created by the Contractor.

(2) The Contractor grants to the Territory a royalty-free, unlimited licence to use the Contract Material.

Item. 8 Contractor's Insurance

Item 9.1 of this Agreement is replaced with following:

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the

amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1.**

Item. 9 Indemnity

Item 9.2 of this agreement is replaced with following:

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property to the extent caused by the Contractor, negligent act or omission in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

Item. 10 Claims to be made Good

Item 9.3 of this Agreement is replaced with following:

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2.**

Item. 11 Default

Item 10.1 of this Agreement is replaced with following:

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or is in breach of a provision of this Agreement, where that breach:

(a) if capable of being remedied, is not remedied within a reasonable period specified in a notice by the Territory; or

(b) is not capable of being remedied.

Item. 12 Liability Cap

Notwithstanding any other provision in this Agreement and to the extent permitted by law, the total aggregate liability of the Contractor under or in connection with this Agreement will be limited to $500,000 except in respect of:

(1) personal injury claims, including sickness and death;

(2) loss of, or damage to, tangible property;

(3) any third party claims, including infringement of intellectual property rights; and

(4) all claims, costs, expenses and for all loss or damage caused by an unlawful act or omission by the Contractor in connection with the provision of the Services.

Item. 13 Exclusion of Liability

Notwithstanding any other provision of this Agreement and to the extent permitted by law, the Contractor will not in any circumstances be liable for any loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity or expectation loss or loss of production, which may be suffered or incurred by any person, including in respect of the Goods [or Services] or otherwise in connection with this Agreement.

DATE OF THIS AGREEMENT 20 Jan 2013

SIGNED for and on behalf of the **AUSTRALIAN CAPITAL TERRITORY** in the presence of:

Signature of witness

Print name

Signature of Territory delegate

Nic MANIKIS

Print name

SIGNED by or for and on behalf of **SPOTLESS FACILITY SERVICES PTY LTD** **ABN 83 072 293 880** in the presence of:

Signature of ~~director~~/ secretary/ ~~witness~~

PAUL MORRIS

Print name

Signature of director/ ~~authorised officer/ individual~~

VITA PEPE

Print name

Signature of second authorised officer

Print name

Affix common seal if required under constitution

Note:

Date:	Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
Individual:	Must be signed by the individual Contractor and witnessed.
Incorporated Association:	Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1

WASTE MANAGEMENT SERVICES

Type of Bin	Qty	Bin Delivery Date	Delivery Location
General 240lt wheelie bins	150	To be advised	Across Site (Front Of House)
Recycle 240lt wheelie bins	150	To be advised	Across Site (Front Of House)
1100L Roll top skip bins	80 (approx)	To be advised	In specified waste Marquees (Back Of House)
Skip 1 - large	1 or 2	To be advised	Waste Compound 1
Skip 2 - large	1 or 2	To be advised	Waste Compound 2
Clean all marquees and the general area in and around Garema Place from Midnight.		1st Day of Festival	
Clean all marquees and the general area in and around Garema Place, City Walk, Petrie Plaza North and South, Akuna St and Ainslie Ave from Midnight.		2nd Day of Festival	
Clean all marquees and the general area in and around Garema Place, City Walk, Petrie Plaza North and South, Akuna St from 5pm		3rd Day of Festival	
Provision of the appropriate garbage bags/bin liners to service all of the above to be supplied by Contractor.			

SERVICES AGREEMENT

Date	6 January 2014
Parties	**AUSTRALIAN CAPITAL TERRITORY** **SYDNEY NIGHT PATROL & INQUIRY CO PTY LTD** **ABN 11 000 013 098**
	SECURITY SERVICES FOR THE 2014-2016 NATIONAL MULTICULTURAL FESTIVAL
	CONTRACT NUMBER 2013.22416.225
Prepared by	Contracts and Grants Unit Community Services Directorate Nature Conservation House Level 1, 153 Emu Bank BELCONNEN ACT 2616 Ref: 10102013:MM
Version	Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) **(Territory)** represented by the **Community Services Directorate.**

SYDNEY NIGHT PATROL & INQUIRY CO PTY LTD ABN 11 000 013 098 of 937-941 Victoria Road West Ryde in the State of New South Wales 2114 **(Contractor).**

BACKGROUND

A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.

B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1.**

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1.**

Contractor means all material owned by the Contractor and used

Material	for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
Invoice	means an invoice that: (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: (1) public liability insurance, an insurer that is: (a) accepted by the Australian Capital Territory Insurance Authority (**ACTIA**) for the purposes of the Insurance Determination, (b) authorised by the Australian Prudential Regulation Authority (**APRA**) to conduct new and renewal insurance business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2**.

Special Condition means any provision set out in **Schedule 3**.

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6**.

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

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).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

(1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and

(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1.**

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

(1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;

(2) all Territory Material, including any intellectual property rights, remains with the Territory; and

(3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

(1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.

(2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.

(3) For the purpose of this clause, "use" includes:

(a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and

(b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

(1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and

(2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

(1) use its best endeavours to include in the Contract Material an attribution of those authors; and

(2) procure from those authors their genuine written consent for the Territory to:

(a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,

(b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and

(c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

(1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

(2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

(3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and

(4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

(1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

(2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;

(3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and

(4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

(1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

(a) required or authorised to be disclosed by law,

(b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

(c) generally available to the public, or

(d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

(2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable

procedures for that purpose and that only its authorised personnel have access to Territory Information.

(3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

(1) is required or authorised to be disclosed under law;

(2) is reasonably necessary for the enforcement of the criminal law;

(3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

(4) is generally available to the public;

(5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

(6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or

(7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or

(3) is in breach of a provision of this Agreement, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

(b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

(1) the Territory will be liable only for:

(a) payments under this Agreement for Services rendered before the date of termination, and

(b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;

(2) on receipt of a notice of termination or reduction, the Contractor must:

(a) stop work as specified in the notice,

(b) take all available steps to minimise loss resulting from that termination or reduction of Services, and

(c) continue to perform any part of the Services not affected by the notice; and

(3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

(1) If a difference or dispute **(Dispute)** arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

(2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

(1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and

(2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

(1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

(2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.

(3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to

continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and **9.3** will survive the expiration or earlier termination of this Agreement.

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SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers
See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: Jancye.Winter@act.gov.au

For the Contractor:

Mr Nick Papanicolaou
Events Manager
Sydney Night Patrol & Inquiry Co Pty Ltd
937-941 Victoria Road
WEST RYDE NSW 2114

Telephone: (02) 6201 1206
Email: npapanicolaou@snpsecurity.com.au

Item 2. Term
See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for a further 12 months.

Item 3. Contract Price
See clause 4

(1) Contract Price: is $57,640.00 (GST Inclusive) over two (2) years.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or $14,410	14 days prior to the event date.
50% or $14,410	7 days post event date.

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Year Two	
50% or $14,410	14 days prior to the event date.
50% or $14,410	7 days post event date.

(3) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the Territory of an Invoice;

(b) inclusive of GST and all other taxes, duties and charges; and

(c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Item 4, not used

Item 5. Other amounts and insurance
See clause 9.1

(1) Public liability insurance: $20 million in respect of each occurrence.

(2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6, not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7, not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8, not used.

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SCHEDULE 2

SECURITY SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be engaged to provide security services to the 2014-2016 National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

2.4 Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

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3. SERVICES

3.1 The Contractor will be engaged to undertake the following Services:

(1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(2) provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(3) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(4) be required to join the Festival UHF radio systems, carry hand held radios and be in radio contact at all times throughout the Festival;

(5) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;

(6) be required to have their own radio system separate to the Festival's radio network;

(7) act in good faith to maintain standards of customer service and comply with all relevant legislation;

(8) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(9) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(10) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(11) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to the Bump In date of each year of the Festival;

(12) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(13) hold the current Australian Industrial Relations Certificate;

(14) carry applicable licence/s for the service and have available for daily viewing; and

(15) provide ongoing associated support throughout the Festival as needed.

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3.2 The Contractor is to provide the number of guards and hours for the Festival as outlined in **Attachment 1.**

4. METHODOLOGY

4.1 The Contractor will be required to:

(1) provide fully briefed security personnel for each Festival event with information provided by the Festival Event Manager or their nominated delegate;

(2) ensure security personnel carry communication equipment in order to call for support/backup including, Police, Ambulance and Fire Brigade;

(3) ensure that security personnel are aware of and comply with the current procedures in accordance with the *Security Industry Act 2003* and *Security Industry Regulation 2003*;

(4) provide services throughout the duration of the Festival and where requested during Bump In and Bump Out in accordance with agreed schedules; including:

(a) the provision of security services on the setup date and opening program of the Festival and dates to be advised;

(b) provide security services for overnight events and structure protection;

(c) provide personnel protections during high demand and VIP shows as requested;

(d) ensure all guards hold a current employee licence;

(e) ensure that if any personnel are required to guard with a firearm, the person must hold an appropriate ACT Firearms Licence;

(f) ensure all personnel are fully qualified for the role and responsibilities they are undertaking;

(g) have back up staff in place to cover staff breaks; and

(h) have an experienced supervisor to oversee the guards performance and punctuality.

5. TIMEFRAME

5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.

5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

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6. REPORTING

6.1 The Contractor will submit the following to the Territory:

(1) a report on the Festival including recommendation for improvement by the 28 February each year;

(2) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than ten (10)working days prior to the Bump In date for each year of the Festival;

(3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than ten (10) working days prior to the Bump In date for each year of the Festival; and

(4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than ten (10) working days prior to the Bump In date for each year of the Festival.

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SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

(1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and

(2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor **(Complaint)** will be handled by the Territory and in accordance with the following procedures:

(1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;

(2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

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(3) after the Territory has given or been given notice in accordance with **paragraphs (1)** or **(2)** above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

(1) The Contractor must hold the current Australian Industrial Relations Certificate;

(2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

(1) directly or indirectly control the membership of the board of directors of the corporation; or

(2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

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DATE OF THIS AGREEMENT 6 January 2014

SIGNED for and on behalf of the **AUSTRALIAN CAPITAL TERRITORY** in the presence of:

.....
Signature of witness

JEREMY CHALMERS
Print name

.....
Signature of Territory delegate

NIC MANIKIS
Print name

SIGNED by or for and on behalf of **SYDNEY NIGHT PATROL & INQUIRY CO PTY LTD** **ABN 11 000 013 098** in the presence of:

.....
Signature of director/ ~~secretary/ witness~~

THOMAS JOHN ROCHE
Print name

.....
Signature of director/ authorised officer/ individual

.....
Print name

.....
Signature of second authorised officer

WILLIAM DAVID MASON
Print name

Affix common seal if required under constitution

Note:

Date:	Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
Individual:	Must be signed by the individual Contractor and witnessed.
Incorporated Association:	Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

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ATTACHMENT 1

SECURITY REQUIREMENTS

Day	Shift Time	Number of Guards	Total Hours Required
Bump In – Festival Setup Period- Roving			
Monday - 4 days before Festival commences	8.00pm – 8.00am	1	12
Tuesday - 3 days before Festival commences		1	12
Wednesday - 2 days before Festival commences		1	12
Thursday - 1 day before Festival commences		2	24
Sub-Total of 5 guards for 60 hours **(Each guards to do 8 hrs shift Maximum)**			

Day	Shift Time	Number of Guards	Total Hours Required
Thursday Overnight – Day 1 of Fringe Festival			
Civic Square Stage	4.00pm- to 12 Midnight	1	8
	12 Midnight to 8am	1	8
Sub-Total of 2 guards for 16 hours			

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Day	Shift Time	Number of Guards	Total Hours Required
Friday Overnight – Day 1			
Civic Square Stage	4.00pm- to 12 Midnight	1	8
	12 Midnight to 8am	1	8
Garema Place Stage	4.00pm- to 12 Midnight	1	8
	12 Midnight to 8am	1	8
Sub-Total of 4 guards for 32 hours			

Day	Shift Time	Number of Guards	Total Hours Required
Saturday – Day 2			
Civic Square Stage	8.00am to 4.00pm	1	8
Garema Place Stage	8.00am to 4.00pm	1	8

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City Walk South Stage	8.00am to 4.00pm	1	8
Petrie Plaza Stage	8.00am to 4.00pm	1	8
London Circuit Stage	8.00am to 4.00pm	1	8
Ainslie Place stage	8.00am to 4.00pm	1	8
Sub-Total of 6 guards for 48 hours			

Day	Shift Time	Number of Guards	Total Hours Required
Saturday Over Night			
Civic Square Stage	4.00pm to 12.00 Midnight	1	8
	12 Midnight To 8.00 am	1	8

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Garema Place Stage	4.00pm to 12.00 Midnight	1	8
	12 Midnight To 8.00 am	1	8
City Walk South Stage	4.00pm to 12.00 Midnight	1	8
	12 Midnight To 8.00 am	1	8
Petrie Plaza Stage	4.00pm to 12.00 Midnight	1	8
	12 Midnight To 8.00 am	1	8
London Circuit Stage	4.00pm to 12.00 Midnight	1	8
	12 Midnight To 8.00 am	1	8

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Ainslie Place stage	4.00pm to 12.00 Midnight	1	8
	12 Midnight To 8.00 am	1	8
Performance Area (Garema Place)	4.00pm to 12.00 Midnight	1	8
	12 Midnight To 8.00 am	1	8
Performance Area (Petrie Plaza)	4.00pm to 12.00 Midnight	1	8
	12 Midnight To 8.00 am	1	8
Sub-Total of 12 guards for 128 hours			

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Day	Shift Time	Number of Guards	Total Hours Required
Sunday – Day 3			
Civic Square Stage	8.00am to 4.00pm	1	8
Garema Place Stage	8.00am to 4.00pm	1	8
City Walk South Stage	8.00am to 4.00pm	1	8
Petrie Plaza Stage	8.00am to 4.00pm	1	8
London Circuit Stage	8.00am to 4.00pm	1	8
Ainslie Place stage	8.00am to 4.00pm	1	8
Sub-Total of 6 guards for 48 hours			

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Day	Shift Time	Number of Guards	Total Hours Required
Bump Out – Festival Setup Period Sunday			
6 Stages and 2 Performance area	4.00 pm Sunday to 10 pm	8	6
Total of 48 Hours – (8 guards)			

Day	Shift Time	Number of Guards	Total Hours Required
Roving Security – Friday (Day 1)			
Friday – Security Roving Services across the footprint	6.00 am to 12.00noon	1	6
	12.00 noon to 4.00 pm	1	4
	4.00 pm to Midnight	2	16
Total of 26 Hours – (4 guards)			

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Day	Shift Time	Number of Guards	Total Hours Required
Roving Security – Saturday (Day 2)			
Saturday – Security Roving Services across the footprint	6.00 am to 12.00noon	3	18
	12.00 noon to 4.00 pm	3	12
	4.00 pm to 10.00 pm	6	36
	10.00 pm To Midnight	3	6
Total of 72 Hours – (15 guards)			

Day	Shift Time	Number of Guards	Total Hours Required
Roving Security – Sunday (Day 3)			
Saturday – Security Roving Services across the footprint	6.00 am to 12.00noon	2	12
	12.00 noon to 6.00 pm	3	18
Total of 30 Hours – (5 guards)			

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SERVICES AGREEMENT

Date	7th Jan 2014 MM
Parties	**AUSTRALIAN CAPITAL TERRITORY** **MYKIKI PTY LIMITED TRADING AS FESTIVAL HIRE (N.S.W.) PTY LIMITED ABN 44 099 748 768**
	PROVISION OF MARQUEES AND CHANGE ROOMS FOR THE 2014-2016 NATIONAL MULTICULTURAL FESTIVAL
	CONTRACT NUMBER 2013.22416.221
Prepared by	Contracts and Grants Unit Community Services Directorate Nature Conservation House Level 1, 153 Emu Bank BELCONNEN ACT 2616 Ref: 10102013: MM
Version	Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY,** the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) **(Territory)** represented by the **Community Services Directorate.**

MYKIKI PTY LIMITED TRADING AS FESTIVAL HIRE (N.S.W.) PTY LIMITED ABN 44 099 748 768 of 12 Highgate Street Auburn in the State of New South Wales 2144 **(Contractor).**

BACKGROUND

A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.

B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1.**

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1,** or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1.**

Contractor Material	means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
Invoice	means an invoice that: (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: (1) public liability insurance, an insurer that is: (a) accepted by the Australian Capital Territory Insurance Authority (**ACTIA**) for the purposes of the Insurance Determination, (b) authorised by the Australian Prudential Regulation Authority (**APRA**) to

conduct new and renewal insurance business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2.**

Special Condition means any provision set out in **Schedule 3.**

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6.**

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

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).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

(1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and

(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

(1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;

(2) all Territory Material, including any intellectual property rights, remains with the Territory; and

(3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

(1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.

(2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.

(3) For the purpose of this clause, "use" includes:

(a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and

(b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

(1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and

(2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

(1) use its best endeavours to include in the Contract Material an attribution of those authors; and

(2) procure from those authors their genuine written consent for the Territory to:

(a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,

(b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and

(c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

(1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

(2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

(3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and

(4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

(1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

(2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;

(3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and

(4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

(1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

(a) required or authorised to be disclosed by law,

(b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

(c) generally available to the public, or

(d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

(2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.

(3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

(1) is required or authorised to be disclosed under law;

(2) is reasonably necessary for the enforcement of the criminal law;

(3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

(4) is generally available to the public;

(5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

(6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or

(7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or

(3) is in breach of a provision of this Agreement, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

(b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

(1) the Territory will be liable only for:

(a) payments under this Agreement for Services rendered before the date of termination, and

(b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;

(2) on receipt of a notice of termination or reduction, the Contractor must:

(a) stop work as specified in the notice,

(b) take all available steps to minimise loss resulting from that termination or reduction of Services, and

(c) continue to perform any part of the Services not affected by the notice; and

(3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

(1) If a difference or dispute **(Dispute)** arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

(2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

(1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and

(2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

(1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

(2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.

(3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and **9.3** will survive the expiration or earlier termination of this Agreement.

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SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers
See clauses 1.1 and 12.10

For the Territory:

Senior Manager
The Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: Jancye.Winter@act.gov.au

For the Contractor:

Mr Mark Harris
Sales Manager
Mykiki Pty Limited
Trading as Festival Hire (N.S.W.) Pty Limited
12 Highgate Street
AUBURN NSW 2144

Mobile: 0406 539 500
Email: mark@festival.net.au

Item 2. Term
See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for a further 12 months.

Item 3. Contract Price
See clause 4

(1) Contract Price: for **Schedule 2A** is $173,030 (GST Inclusive) over two (2) years.

(2) Contract Price: for **Schedule 2B** is $77,250 (GST Inclusive) over two (2) years.

(3) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or $62,570	14 days prior to the event date.
50% or $62,570	7 days post event date.

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Year Two	
50% or $62,570	14 days prior to the event date.
50% or $62,570	7 days post event date.

(4) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the Territory of an Invoice;

(b) inclusive of GST and all other taxes, duties and charges; and

(c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Item 4, not used.

Item 5. Other amounts and insurance
See clause 9.1

(1) Public liability insurance: $20 million in respect of each claim.

(2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

SCHEDULE 2A

MARQUEES AND CHANGE ROOMS

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be engaged to undertake the supply, delivery and installation of high quality Marquees and Change Rooms to the 2014-2016 National Multicultural Festival (Festival).

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominate delegate prior to the commencement of the Festival.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Management or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

(1) meet with the Festival Event Manager or their nominated delegate at teh Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;

(2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;

(4) be required to provided:

(a) an afterhours contact number;

(b) be contactable afterhours; and

(c) Respond within one (1) hour from the time of contact.

(5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;

(6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;

(7) be required to have their own radio system separate to the Festivals radio network;

(8) act in good faith to maintain standards of customer service and comply with all relevant legislation;

(9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(11) hold the current Australian Industrial Relations Certificate;

(12) carry applicable licence/s for the service and have available for daily viewing; and

(13) provide ongoing associated support through the Festival as needed.

4. METHODOLOGY

4.1 The Contractor is to deliver the following Services:

(1) supply up to 350 Marquees during the event including sound booths, with a preference for marquees to be colourful to reflect the nature of the Festival;

(2) supply sufficient, suitable personnel with strong customer service skills during the Festival;

(3) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(4) allow the Festival Event Manager or their delegate to request additional human resources to assist where necessary;

(5) provide a project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their delegate;

(6) from time to time consult with the Festival Event Manager or their delegate,with regard to issues or operational matters that might arise;

(7) implement strategies to ensure all the residences and businesses in the area can access their premises and allowing adequate access to emergency services during Bump In and Bump Out period;

(8) supply all lifting and moving equipment;

(9) remove all unnecessary equipment and vehicles from the footprints;

(10) use appropriate signage which meets the Work, Health and Safety requirements during the Bump In and Bump Out period;

(11) establish and maintain fenced zones around groups of marquees as they are being constructed as this is a high volume public area of Canberra City;

(12) ensure the construction, erection method for the marquees pose minimum disruption to city traders and take into account the safety of the public;

(13) repair or restore any damage/impact to surfaces or infrastructure (inclusive of underground services) that occur during the erection of the contracted structure to the original condition;

(14) provide one (1) 3m x 6m marquee to be used as a sound booth in Garema Place;

(15) provide three (3) 3m x 3m marquees to be used as sound booths for other three stages namely:

(a) Petrie Plaza Stage;

(b) Ainslie Place Stage; and

(c) Petrie Plaza Platform.

(16) ensure all forklift operators hold current appropriate licenses;

(17) all staff employed in the footprint during the Bump In and Bump Out must be aware of pedestrians in the area;

(18) ensure the final Bump Out day must be on or before 6:00am on the date to be advised by the Territory;

(19) work closely with all stakeholders in particular on site electricians and sound and lighting providers;

(20) provide a 6m x 3m change room (portioned for male and female) for each five (5) stages in the agreed location with the Festival Event Manager or their nominate delegate;

(21) provide a 6m x 3m marquee for emergency services in the agreed location with the Festival Event Manager or their nominated delegate;

(22) ensure a safe and healthy site for the Festival, by complying with the Hiring and Rental Industry Association's Weighting Guide; and

3.2 The Contractor will deliver the Services in **Item 3 (3.1)** in accordance with the Contractor's service model at **Attachment 1.**

5. TIMEFRAME

4.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.

5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. REPORTING

6.1 The Contractor will submit the following to the Territory:

(1) a report on the Festival including recommendation for improvement to the Territory by 28 February each year;

(2) attend planning meeting and the final event debrief session as required by the Festival Event Manager;

(3) provide a comprehensive Bump In and Bump Out plan to the Territory no later than 60 days before the events;

(4) meet with the Festival Manager or their delegate prior to the commencement of the Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager and/or their delegate;

(5) provide an independent engineers report certified that the various structures are correctly erected safe upon completion of the installation and prior to usage;

(6) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(7) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival; and

(8) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 2B

STAGING AND PLATFORMS

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be engaged to undertake the supply, delivery and installation of high quality Staging and Platforms to the 2014-2016 National Multicultural Festival (Festival).

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

2.4 Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.5 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominate delegate prior to the commencement of the Festival.

2.6 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Management or their nominated delegate.

2.7 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

3.1 The Contractor is to undertake the following Services:

(1) meet with the Festival Event Manager or their nominated delegate at teh Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;

(2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;

(4) be required to provided:

(d) an afterhours contact number;

(e) be contactable afterhours; and

(f) Respond within one (1) hour from the time of contact.

(5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;

(6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;

(7) be required to have their own radio system separate to the Festivals radio network;

(8) act in good faith to maintain standards of customer service and comply with all relevant legislation;

(9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(11) hold the current Australian Industrial Relations Certificate;

(12) carry applicable licence/s for the service and have available for daily viewing; and

(13) provide ongoing associated support through the Festival as needed.

4. METHODOLOGY

3.1 The Contractor is to deliver the following Services:

(1) supply five (5) stages and two (2) platforms with appropriate stage covers;

(2) supply one (1) 10m x 20m Reinforced ply dance floor;

(3) supply one (1) 6m x 6m stage cover and weighted for 6m x 4m platform;

(4) supply sufficient, suitable personnel with strong customer service skills during the Festival;

(5) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(6) allow the Festival Event Manager or their delegate to request additional human resources to assist where necessary;

(7) provide a Project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the Services and act as a point of contact with the Festival Event Manager or their delegate;

(8) consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;

(9) act in good faith to maintain standards of customer service and comply with all relevant Work, Health and Safety practices and legislation;

(10) resolve conflicts as soon as possible and to the satisfaction of both parties;

(11) implement strategies to ensure all the residences and business in the area can access their premises and allowing adequate access to emergency services during Bump In and Bump Out period and throughout the Festival;

(12) supply all lifting and moving equipment;

(13) remove all the unnecessary equipment and vehicles from the footprints;

(14) use appropriate signage that meets Work, Health and Safety requirements during the Bump Out period;

(15) establish and maintain fenced zones around the stages as they are being constructed as this is a high volume public area of the Canberra City;

(16) ensure the construction erection method of the stages should pose minimum disruption to city traders and take into account the safety of the public;

(17) provide and implement an effective communication strategy with all the stakeholders including businesses and residences in the footprint;

(18) repair and restore any damage/impact to surfaces or infrastructure (inclusive of underground services) that occur during the erection of the contracted structure to original condition; and

3.2 The Contractor will deliver the Services in **Item 3 (3.1)** in accordance with the Contractor's service model at **Attachment 2.**

5. TIMEFRAME

5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.

5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. REPORTING

6.1 The Contractor will submit the following to the Territory:

(1) The Contractor will submit a report on the Festival including recommendation for improvement to the Territory by 28 February each year.

(2) Attend planning meeting and the final event debrief session as required by the Festival Event Manager.

(3) Provide a comprehensive Bump In and Bump Out plan to the Territory no later than 60 days before the events.

(4) 5Meet with the Festival Manager or their delegate prior to the commencement of the Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager and/or their delegate.

(5) Provide an independent engineers report certified that the various structures are correctly erected safe upon completion of the installation and prior to usage.

(6) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(7) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival; and

(8) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

(1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and

(2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor **(Complaint)** will be handled by the Territory and in accordance with the following procedures:

(1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;

(2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that

person's consent; and

(3) after the Territory has given or been given notice in accordance with **paragraphs (1)** or **(2)** above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.7 Security

The Contractor will be required to take full responsibility of the equipment overnight throughout the Festival including the Bump In and Bump Out period.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

(1) directly or indirectly control the membership of the board of directors of the corporation; or

(2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

DATE OF THIS AGREEMENT 7th Jan 2014 ~~2013~~

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:)

.....
Signature of witness

Kristie Penn
.....
Print name

.....
Signature of Territory delegate

NIC MANIKIS
.....
Print name

SIGNED by or for and on behalf of)
MYKIKI PTY LIMITED TRADING AS FESTIVAL HIRE (N.S.W.) PTY LIMITED)
ABN 44 099 748 768)
in the presence of:

.....
Signature of director/ secretary/ witness

Justin Ward
.....
Print name

.....
Signature of director/ authorised officer/ individual

David Klan
.....
Print name

.....
Signature of second authorised officer

Mark Harris
.....
Print name

Affix common seal if required under constitution

Note:

Date:	Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
Individual:	Must be signed by the individual Contractor and witnessed.
Incorporated Association:	Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1

STAGES AND PLATFORMS

Location	Stage Size	Bump In Date	Bump Out
Garema Place Stage	12 x 12 meter	Wednesday - 2 days before Festival commences	Monday - 1 day after Festival closes
Petrie & Bunda Stage	10 x 8 meter	Wednesday - 2 days before Festival commences	Monday - 1 day after Festival closes
City Walk South	10 x 8 meters	Thursday - 1 day before Festival commences	Monday - 1 day after Festival closes
Ainslie Place	10 x 8 meters	Thursday - 1 day before Festival commences	Sunday – From Festival Shutdown
Petrie & London Platform	6 x 4 meters with a 6m x 6 meter stage cover and weighted for 6m x 4 meter platform	Friday Morning – Day of Festival from 8am. Festival Opens 4.00pm	Sunday – From Festival Shutdown – no earlier than 6pm
Civic Square Stage	10 x 6 meters	Tuesday - 3 days before Festival commences	Monday - 1 day after Festival closes
Bailey's Corner Car park	12 x 12 meters	Friday Morning – Day of Festival from 8am.	Sunday – From Festival Shutdown – no earlier than 5pm
London Circuit	10 x 8 meters	Friday Morning – Day of Festival from 8am.	Sunday – From Festival Shutdown – no earlier than 5pm
Petrie Plaze	10 m x 20 meter reinforced ply dance floor	Friday Morning – Day of Festival from 8am.	Sunday – From Festival Shutdown – no earlier than 6pm

SERVICES AGREEMENT

Date	18 December 2013
Parties	AUSTRALIAN CAPITAL TERRITORY ECLIPSE LIGHTING AND SOUND PTY LTD ABN 49 147 994 367
	PROVISION OF SOUND AND LIGHTING FOR THE 2014 – 2016 NATIONAL MULTICULTURAL FESTIVAL
	CONTRACT NUMBER 2013.22416.220
Prepared by	Contracts and Grants Unit Community Services Directorate Nature Conservation House Level 1, 153 Emu Bank BELCONNEN ACT 2616 Ref: 10102013:
Version	Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) **(Territory)** represented by the **Community Services Directorate.**

ECLIPSE LIGHTING AND SOUND PTY LTD ABN 49 147 994 367 of 45 Carrington Street Queanbeyan in the State of New South Wales 2620 **(Contractor).**

BACKGROUND

A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.

B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1.**

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price	means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.
Contractor Material	means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
Invoice	means an invoice that: (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in **Item 3, Schedule 1** (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: (1) public liability insurance, an insurer that is: (a) accepted by the Australian Capital Territory Insurance Authority (**ACTIA**) for the purposes of the Insurance Determination,

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(b) authorised by the Australian Prudential Regulation Authority (**APRA**) to conduct new and renewal insurance business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2.**

Special Condition means any provision set out in **Schedule 3.**

Specified Personnel means any person named in **Item 4 Schedule 1,** or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6.**

Term means the term specified in **Item 2 Schedule 1,** and if extended, the initial term and the extended term.

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).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

(1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and

(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

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4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1.**

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

(1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;

(2) all Territory Material, including any intellectual property rights, remains with the Territory; and

(3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

(1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.

(2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.

(3) For the purpose of this clause, "use" includes:

(a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and

(b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

(1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and

(2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

(1) use its best endeavours to include in the Contract Material an attribution of those authors; and

(2) procure from those authors their genuine written consent for the Territory to:

(a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,

(b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and

(c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

(1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

(2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

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(3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and

(4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

(1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

(2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;

(3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and

(4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

(1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

(a) required or authorised to be disclosed by law,

(b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

(c) generally available to the public, or

(d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

(2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.

(3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

(1) is required or authorised to be disclosed under law;

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(2) is reasonably necessary for the enforcement of the criminal law;

(3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

(4) is generally available to the public;

(5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

(6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or

(7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes

advantage of any statute for the relief of insolvent debtors;

(2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or

(3) is in breach of a provision of this Agreement, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

(b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

(1) the Territory will be liable only for:

(a) payments under this Agreement for Services rendered before the date of termination, and

(b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;

(2) on receipt of a notice of termination or reduction, the Contractor must:

(a) stop work as specified in the notice,

(b) take all available steps to minimise loss resulting from that termination or reduction of Services, and

(c) continue to perform any part of the Services not affected by the notice; and

(3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

(1) If a difference or dispute **(Dispute)** arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which

specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

(2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

(1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and

(2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

(1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

(2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including

the direct or indirect holding of more than 50% of the share capital of a corporation.

(3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two business days after the

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date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and **9.3** will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers
See clauses 1.1 and 12.10

For the Territory:

Senior Manager
The Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: Jancye.Winter@act.gov.au

For the Contractor:

Mr Chris Neal
Manager
Eclipse Lighting and Sound Pty Ltd
45 Carrington Street
QUEANBEYAN NSW 2620

Telephone: (02) 6299 6811
Email: info@eclipselx.com.au

Item 2. Term
See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for a further 12 months.

Item 3. Contract Price
See clause 4

(1) Contract Price: is $150,000.00 (GST Inclusive) total price over 2 years plus Consumer Price Index.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or $37,500	14 days prior to the event date.
50% or $37,500	7 days post event date.
Year Two	
50% or $37,500	14 days prior to the event

	date.
50% or $37,500	7 days post event date.

(3) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the Territory of an Invoice;

(b) inclusive of GST and all other taxes, duties and charges; and

(c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Personnel	Position
Chris Neal	Production Manager
Evan Wythes	Assistant Production Manager
James Moore	Garema Place Front of House Engineer
Peter Barton	Garema Place Monitors Engineer
Phil Goodwin	Garema Place Lighting Operator
James McPherson	Petrie Plaza FOH Audio Engineer
Steven Allsopp	Civic Square FOH Engineer
Wayne Sims	Ainslie PI FOH Engineer
Jesse Sewell	Platform 1 Petrie Plaza
Phil Webb	Garema Place Platform FOH Engineer

Item 5. Other amounts and insurance
See clause 9.1

(1) Public liability insurance: $20 million in respect of each claim.

(2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6.	**Territory Information** *See clauses 1.1 and 7*	Item 6 not used.
Item 7.	**Confidential Text** *See clauses 1.1 and 8*	Item 7 not used.
Item 8.	**Grounds for confidentiality of Confidential Text** *See clause 8*	Item 8 not used.

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SCHEDULE 2

PROVISION OF SOUND AND LIGHTING

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be engaged to undertake the supply and delivery of high quality sound and lighting services to the 2014-2016 National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

The Contractor will be engaged to undertake the following Services:

(1) meet with the Festival Event Manager or their nominated delegate at teh Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;

(2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;

(4) be required to provided:

(a) an afterhours contact number;

(b) be contactable afterhours; and

(c) Respond within one (1) hour from the time of contact.

(5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;

(6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;

(7) be required to have their own radio system separate to the Festivals radio network;

(8) act in good faith to maintain standards of customer service and comply with all relevant legislation;

(9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(11) hold the current Australian Industrial Relations Certificate;

(12) carry applicable licence/s for the service and have available for daily viewing; and

(13) provide ongoing associated support through the Festival as needed.

4. METHODOLOGY

4.1 The Contractor will be required to:

(1) Supply, install and remove all appropriate sound and lighting equipment for the four (4) stages and one (1) platform including all fixtures, control systems, racks, cabling, accessories and consumables as outlined in the list of Equipment for Sound and Lighting **Attachment 1**;

(2) Ensure that all cables utilised are safety tagged and data certified;

(3) Supply all the necessary lifting equipment on site with a certified operator(s);

(4) Ensure the sound check is completed by 12:00 noon on day 1 of the Festival; and

(5) Supply and install one (1) easy setup gazebo to be used as a sound booth for the platform.

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5. DELIVERY

The Contractor will deliver and install Sound and Lighting as outlined in **Attachment 1** at the following stages:

(1) Garema Place Stage;

(2) Petrie Plaza Stage;

(3) Ainslie Place Stage (City Walk);

(4) Petrie Plaza Platform Area;

(5) London Circuit;

(6) Bailey's Corner (Car Park);

(7) Civic Square; and

(8) City Walk South (Akuna)

6. TIMEFRAME

5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2 Services** during February each year of the Festival.

5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6 REPORTING

6.1 The Contractor will submit the following to the Territory:

(1) a report including recommendation for improvement by the 28 February each year of the Festival;

(2) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival; and

(4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

(1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and

(2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor **(Complaint)** will be handled by the Territory and in accordance with the following procedures:

(1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;

(2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

(3) after the Territory has given or been given notice in accordance with **paragraphs (1)** or **(2)** above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

(1) The Contractor must hold the current Australian Industrial Relations Certificate;

(2) Carry applicable licence/s for the service and have available for daily viewing

1.7 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.8 Security

The Contractor will be required to take full responsibility of the equipment overnight throughout the Festival including the Bump In and Bump Out period.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

(1) directly or indirectly control the membership of the board of directors of the corporation; or

(2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

DATE OF THIS AGREEMENT 18 December 2013

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:)

.....
Signature of witness

Salar Ayoubi
Print name

.....
Signature of Territory delegate

Nic MANIKIS
Print name

SIGNED by or for and on behalf of)
ECLIPSE SOUND AND LIGHTING PTY LTD)
ABN 49 147 994 367)
in the presence of:

.....
Signature of director/ secretary/ witness

.....
Print name

.....
Signature of director/ authorised officer/ individual

Chris Neal
Print name

.....
Signature of second authorised officer

.....
Print name

Affix common seal if required under constitution

Note:

Date:	Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
Individual:	Must be signed by the individual Contractor and witnessed.
Incorporated Association:	Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ATTACHMENT 1

LIST OF EQUIPMENT
SOUND AND LIGHTING

Garema Place Stage

FOH Audio and Control

1 Midas Heritage 2000 42 Mono 6 Stereo with desk roller
1 PA System Control Rack (Klark Teknik DN500 FOH Comp, Klark Teknik DN360 FOH EQ)
1 Insert Rack with the following
1 1RU Rack Light
10-2 Ch Drawmer DL241 Compressor/Gate (20ch Insert Comp)
5-2ch Drawmer DS201 Gate (10ch Insert Gate)
2 DBX 160A single ch Insert Comp
1 Klark Teknik Helix 2ch Master Digital Eq System
1 Klark Teknik Helix 4ch Slave Digital Eq System
1 – Denon Dual CD Player
1 – TC Electronics M3000 Reverb Unit
1 SPX990 Reverb Unit
1 – TC Electronics MoneXL Multi FX Unit
1 TC Electronics – Dtwo Delay Unit
6 3-Way Point Source Short Throw Concert Speaker
4 Double 18 Concert Subwoofer
1 Drive Rack
8 Power Amplifier
4 Power Amplifier
2 Dolby Lake Processor
System must have ipod connectivity

Monitor Control

1 – Digidesign Profile 48ch Digital Mixing System
4 – Square One Stereo 31 band Graphic EQ
1 Monitor Drive Rack
8 – Power Amplifiers

Floor Wedges

10 – Single 15 + Horn Active Wedge

Listen Wedges

2 – Single 15 + Horn Active Wedge

Drum Fill

2 – Active Single 15 + Horn
2 – Single 18 Front Loaded sub
1 x Rolling Riser 2.4m x 2.4m

Mics, DI's, Leads, DJ Equipment etc

1 Rack of 2 Shure UHF-R Receivers + aerials
4 Shure UR1 Hand Held Transmitters 2 Shure UR1 Beltpack Transmitters with Dynamic Headset Mic
1 x Band Mic Kit (10 x Vox Mic, 16 x Inst Mic, Drum Mic Set, 10 x DI)
1 240v Stage Power System
16 Mic Stand Boom Short
16 Mic Stand Boom Tall
1 Signal Power Packer (All cabling required for system)
1 Stage Fold-back Packer
1 Speaker Leads Packer

Multicore System

48ch to FOH 16 Ret
Core to be flown from stage to FOH
6 x Multipin Drop Boxes
4 x Additional Multipin Boxes without cable

Lighting Fixtures and Control

1 Grand MA Lighting Controller
1 UPS Power Supply/Conditioner
1 Ethernet Loom
8 1200w Moving Head Spot
8 – LED Moving Head Wash
8 200w Beam Lights
6 – 25 Way Matrix Blinders
4 – 3000w Strobes
6 x 1000w Fresnel (Front Wash0
2-12 x 2.4k Channel Dimmer
2 Power Distro with Volt and Amp Metres
24 Par 64 Cans

Cabling, Rigging etc

12, headers/tails
1 Cables Packer
6 2.25m Truss uprights 2 x 6.5m Pipe (FOH Lighting)

Power, Distribution

1-3 Phase Packer
2-3 Phase breakout to 9 GPOs on 3 phases

Petrie Plaza Stage

FOH Audio and Control

1 Digidesign Profile Mixing Console (require up to 32ch)
1 Profile Mix Rack
12 Compact Line Array Speaker
1 Drive Rack

Floor Wedges

6 Single 15 + Horn Wedges

Drum Fill

1 Single 15 + Horn Speaker
1 Subwoofer

Stage Equipment

1 Band Microphone Kit
(6 x Vox Mic, 12 x Inst Mic, Drum Mic Set, 10 x DI)

Audio Cabling

1 Signal Power Packer
1 Stage Fold-back Packer
1 XLE system NL8 packer

Lighting Fixtures and Control

1 Lighting Console
24 Par 64 Cans
4 Moving Lights
6 – 4 Way Blinders

Ainslie Place Stage (City Walk)

1 – Midas Mixing Console 40 Mono & 8 Stereo Ch
1 FX Rack
1 Rack Light
1 2 Ch EQ
1 Ch Compressor
2 Reverb Unit
1 TC Electronic multitap rhythm delay
2 8Ch Insert Comp/Gate (16 x Insert Comp/Gate)
1 8Ch Ins Gate (2 x 4 way or 4 x 2 way units)
1 Dual CD Player
6 Line Array Speaker
6 Concert Subwoofer
1 Drive Rack
7 Power Amplifier
1 – 3 Phase Rack Mount Distro
1 Patch Bay
1 System Processor w/FIR Filters

Floor Wedges

6 – 15 + Horn Wedge

Drum Fill

1 15 + Horn Speaker
1 Single 18 Subwoofer

Stage Equipment, Audio Cabling

1 Band Microphone Kit (6 x Vox Mic, 12 x Inst Mic, Drum Mic Set, 10 x DI)
1 Signal Power Packer
1-24 Ch, r Ret, with Split 30m
1-Stage Fold-back Packer

Lighting Control and Fixtures

1 GrandMA2 Lighting Controller
4 Mac 250 Entoures
24 Par 64 Cans
6 2 Way Blinders
2 12 x 2.4k Channel Dimmer

Lighting, Cabling, Rigging

8, headers/tails
6 3metre truss (Rear truss hung from stands, front truss hung from structure)
4 Winch-Up Stands (Rear Lighting)
2 Truss Adapter to Winch Up

Petrie Plaza Performance Area

FOH Audio and Control

1 Roland M400 Digital Mixing System
1 – Mixer console
1 Large REAC box
1 Small REAC box
2 Ethernet Drums
4 – 12 + Horn Self Powered Speaker 2 Double 18 Subwoofer

Fold-back and Stage Equpment

4 – 12 + Horn Self Powered Speaker
1 Band Microphone Kit (6 x Vox Mic, 6 x Inst Mic, Drum Mic Set, 6 x DI)
1 Signal Power Packer

Lighting Equipment

1 – 4Ch with Dimmers LX Desk
16 – Par 64 Cans
2 Lighting Tree

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London Circuit

FOH Audio and Control

1 Midas Heritage 2000 42 Mono 6 Stereo with desk roller
1 PA System Control Rack (Klark Teknik DN500 FOH Comp, Klark Teknik DN360 FOH EQ)
1 Insert Rack with the following
1 1RU Rack Light
10-2 Ch Drawmer DL241 Compressor/Gate (20ch Insert Comp)
5-2ch Drawmer DS201 Gate (10ch Insert Gate)
2 DBX 160A single ch Insert Comp
1 Klark Teknik Helix 2ch Master Digital Eq System
1 Klark Teknik Helix 4ch Slave Digital Eq System
1 – Denon Dual CD Player
1 – TC Electronics M3000 Reverb Unit
1 SPX990 Reverb Unit
1 – TC Electronics MoneXL Multi FX Unit
1 TC Electronics – Dtwo Delay Unit
6 3-Way Point Source Short Throw Concert Speaker
4 Double 18 Concert Subwoofer
1 Drive Rack
8 Power Amplifier
4 Power Amplifier
2 Dolby Lake Processor
System must have ipod connectivity

Monitor Control

1 – Digidesign Profile 48ch Digital Mixing System
4 – Square One Stereo 31 band Graphic EQ
1 Monitor Drive Rack
8 – Power Amplifiers

Floor Wedges

10 – Single 15 + Horn Active Wedge

Listen Wedges

2 – Single 15 + Horn Active Wedge

Drum Fill

2 – Active Single 15 + Horn
2 – Single 18 Front Loaded sub
1 x Rolling Riser 2.4m x 2.4m

Mics, DI's, Leads, DJ Equipment etc

1 Rack of 2 Shure UHF-R Receivers + aerials
4 Shure UR1 Hand Held Transmitters 2 Shure UR1 Beltpack Transmitters with Dynamic Headset Mic
1 x Band Mic Kit (10 x Vox Mic, 16 x Inst Mic, Drum Mic Set, 10 x DI)
1 240v Stage Power System

16 Mic Stand Boom Short
16 Mic Stand Boom Tall
1 Signal Power Packer (All cabling required for system)
1 Stage Fold-back Packer
1 Speaker Leads Packer

Multicore System

48ch to FOH 16 Ret
Core to be flown from stage to FOH
6 x Multipin Drop Boxes
4 x Additional Multipin Boxes without cable

Lighting Fixtures and Control

1 Grand MA Lighting Controller
1 UPS Power Supply/Conditioner
1 Ethernet Loom
8 1200w Moving Head Spot
8 – LED Moving Head Wash
8 200w Beam Lights
6 – 25 Way Matrix Blinders
4 – 3000w Strobes
6 x 1000w Fresnel (Front Wash0
2-12 x 2.4k Channel Dimmer
2 Power Distro with Volt and Amp Metres
24 Par 64 Cans

Cabling, Rigging etc

12, headers/tails
1 Cables Packer
6 2.25m Truss uprights 2 x 6.5m Pipe (FOH Lighting)

Power, Distribution

1-3 Phase Packer
2-3 Phase breakout to 9 GPOs on 3 phases

Bailey's Corner (Car Park)

1 – Midas Mixing Console 40 Mono & 8 Stereo Ch
1 FX Rack
1 Rack Light
1 2 Ch EQ
1 Ch Compressor
2 Reverb Unit
1 TC Electronic multitap rhythm delay
2 8Ch Insert Comp/Gate (16 x Insert Comp/Gate)
1 8Ch Ins Gate (2 x 4 way or 4 x 2 way units)
1 Dual CD Player
6 Line Array Speaker

6 Concert Subwoofer
1 Drive Rack
7 Power Amplifier
1 – 3 Phase Rack Mount Distro
1 Patch Bay
1 System Processor w/FIR Filters

Floor Wedges

6 – 15 + Horn Wedge

Drum Fill

1 15 + Horn Speaker
1 Single 18 Subwoofer

Stage Equipment, Audio Cabling

1 Band Microphone Kit (6 x Vox Mic, 12 x Inst Mic, Drum Mic Set, 10 x DI)
1 Signal Power Packer
1-24 Ch, 1 Ret, with Split 30m
1-Stage Fold-back Packer

Lighting Control and Fixtures

1 GrandMA2 Lighting Controller
4 Mac 250 Entoures
24 Par 64 Cans
6 2 Way Blinders
2 12 x 2.4k Channel Dimmer

Lighting, Cabling, Rigging

8, headers/tails
6 3metre truss (Rear truss hung from stands, front truss hung from structure)
4 Winch-Up Stands (Rear Lighting)
2 Truss Adapter to Winch Up

Backline – to be based at Garema Stage, London Circuit and Bailey's Corner (Car Park)

Drums, Percussion

1 Pear Masters Custom drum kit

Bass

1 – ampeg bass amplifier head
1 – 8 x 10 Bass Cabinet

Guitars

1 Fender Twin Guitar Amp

Keys

1 Roland RD 700 Piano w/pedal and Stool

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DJ Gear

2 – 1210 Turntables
DJ Turntables
2 Pioneer CDJ1000 CD Player
1 Pioneer DJM800 DJ Mixer

Media Call

FOH Audio and Control

1 24 Mono 4 Stereo
1 Effects Rack
6 Stereo Comp/Gate
1 Stereo Digital Graphic Eq
1 CD Player
2 Reverb Unit
2 Loudspeakers
2 Subwoofers

Foldback and Stage Equipment

4-15 + Horn Wedge
1 Lectum with mic and light connectors
1 Power Amplifiers
1 Stage Fold-back Packer
1 Band Microphone Kit
1 Signal Power Packer
1 – 24 Channel, 4 Returns 40m

Civic Square Stage

FOH Audio and Control

1 – 40 Mono 8 Stereo
1 Effects Rack
1 Rack Light
1 2Ch EQ
1 Ch Compressor
2 Reverb Unit
1 Reverb Unit
1 Electronic Two multitap rhythm delay
2 8Ch Comp/Gate
1 8Ch ins Gate
1 Dual CD Player
6 Line Array Speaker
6 Concert Subwoofer
1 Drive Rack
7 Power Amplifier
1 – 3 Phase Rack Mount Distro
1 Patch Bay
1 System Processor w/ FIR Filters

City Walk South – (Akuna) Stage

FOH Audio and Control

6 – 3 Way Mid High, High Loudspeakers
6 - 18" Concert Subwoofers
1 System Drive Rack
1 32 Channel Mixing Console
1 Tape/CD, EQ, Reverb

Fold-back and on stage Equipment

8 Active 12" Fold-back Wedges
1 Fold-back Eq Rack
1 Large kit of microphones, DI's and Stands

Audio Cabling

1 30m Multicore
1 Mic leads and Stage Power Packer

Lighting Equipment

1 Lighting Console
24 Par 64 MFL Lights
1 3 Phase and Lighting Looms cable case

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SERVICES AGREEMENT

Date	28 Jan 14
Parties	**AUSTRALIAN CAPITAL TERRITORY** **CARE TRAFFIC SERVICES PTY LTD** **ABN 72 115 342 820**
	TRAFFIC MANAGEMENT SERVICES 2014-2016 NATIONAL MULTICULTURAL FESTIVAL
	CONTRACT NUMBER 2013.10006.210
Prepared by	Contracts and Grants Unit Community Services Directorate Nature Conservation House Level 1, 153 Emu Bank BELCONNEN ACT 2617 Ref: 171213:KP
Version	Final January 2014

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY,** the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) **(Territory)** represented by the **Community Services Directorate.**

CARE TRAFFIC SERVICES PTY LTD
ABN 72 115 342 820 of 26 Geelong Street Fyshwick in the Australian Capital Territory 2609 **(Contractor).**

BACKGROUND

A. The Territory has undertaken a procurement process Tender Number 10006.110 and has selected the Contractor to provide the Services.

B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1.**

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1.**

Contractor means all material owned by the Contractor and used

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Material	for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
Invoice	means an invoice that: (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: (1) public liability insurance, an insurer that is: (a) accepted by the Australian Capital Territory Insurance Authority (**ACTIA**) for the purposes of the Insurance Determination, (b) authorised by the Australian Prudential Regulation Authority (**APRA**) to conduct new and renewal insurance

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business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2.**

Special Condition means any provision set out in **Schedule 3.**

Specified Personnel means any person named in **Item 4 Schedule 1,** or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6.**

Term means the term specified in **Item 2 Schedule 1,** and if extended, the initial term and the extended term.

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).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

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(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

(1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and

(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1.**

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4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

(1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;

(2) all Territory Material, including any intellectual property rights, remains with the Territory; and

(3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

(1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.

(2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.

(3) For the purpose of this clause, "use" includes:

(a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and

(b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

(1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and

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(2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

(1) use its best endeavours to include in the Contract Material an attribution of those authors; and

(2) procure from those authors their genuine written consent for the Territory to:

(a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,

(b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and

(c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

(1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

(2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

(3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and

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(4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

(1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

(2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;

(3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and

(4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

(1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

(a) required or authorised to be disclosed by law,

(b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

(c) generally available to the public, or

(d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

(2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use,

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modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.

(3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

(1) is required or authorised to be disclosed under law;

(2) is reasonably necessary for the enforcement of the criminal law;

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(3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

(4) is generally available to the public;

(5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

(6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or

(7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or

(3) is in breach of a provision of this Agreement, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

(b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

(1) the Territory will be liable only for:

(a) payments under this Agreement for Services rendered before the date of termination, and

(b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;

(2) on receipt of a notice of termination or reduction, the Contractor must:

(a) stop work as specified in the notice,

(b) take all available steps to minimise loss resulting from that termination or reduction of Services, and

(c) continue to perform any part of the Services not affected by the notice; and

(3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

(1) If a difference or dispute **(Dispute)** arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will

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endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

(2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

(1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and

(2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

(1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

(2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including

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the direct or indirect holding of more than 50% of the share capital of a corporation.

(3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

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(2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and **9.3** will survive the expiration or earlier termination of this Agreement.

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SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers
See clauses 1.1 and 12.10

For the Territory:

Senior Manager
The Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: Jancye.Winter@act.gov.au

For the Contractor:

Mr Adrian Dart
Director
Care Traffic Services Pty Ltd
26 Geelong Street
FYSHWICK ACT 2609

Telephone (02) 6280 9330
Email: caretraffic@bigpond.com

Item 2. Term
See clause 3

From 1 December 2013 until 30 June 2015 with an option to extend for a further 12 months.

Item 3. Contract Price
See clause 4

(1) Contract Price: $108,141 (GST Inclusive) over two (2) years.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When invoice may be rendered
Year One	
50% or $27,035.25	14 days prior to the event date.
50% or $27,035.25	7 days post event date.

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Year Two	
50% or $27,035.25	14 days prior to the event date.
50% or $27,035.25	7 days post event date.

(3) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the Territory of an Invoice;

(b) inclusive of GST and all other taxes, duties and charges; and

(c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Not applicable.

Item 5. Other amounts and insurance
See clause 9.1

(1) Public liability insurance: $20 million in respect of each occurrence.

(2) Worker's Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

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SCHEDULE 2

THE SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be engaged to provide Traffic Management Services to the 2014-2016 National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

2.4 Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

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3. SERVICES

3.1 The Contractor will be engaged to undertake the following Services:

(1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(2) provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(3) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(4) be required to join the Festival UHF radio systems, carry hand held radios and be in radio contact at all times throughout the Festival;

(5) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;

(6) be required to have their own radio system separate to the Festival's radio network;

(7) act in good faith to maintain standards of customer service and comply with all relevant legislation;

(8) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(9) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(10) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(11) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to the Bump In date of each year of the Festival;

(12) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(13) hold the current Australian Industrial Relations Certificate;

(14) carry applicable licence/s for the service and have available for daily viewing;

(15) provide ongoing associated support throughout the Festival as needed; and

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(16) The Contractor must provide the Services as follows within any specified timeframes as outlined in **Attachment 1.**

3.2 METHODOLOGY

The Contractor will be required to:

(1) supply trained and licensed personnel to manage traffic control during the Festival. This includes securing road closures using barriers, directing vehicles to minimise traffic disruption and, if required, the daily placement and removal of traffic diversion cones in all areas;

(2) managing the traffic lights conditions/appearance during the road closure periods;

(3) liaise with Road ACT prior to the Festival;

(4) inform the ACT residents of all traffic condition changes via local media no later than 10 days prior to the Festival;

(5) provide and erect electronic signage seven (7) days before the Festival on all major arterials around the Civic area;

(6) provide a written letter to all the business and residence in the affected areas informing them of the temporary changes of traffic conditions;

(7) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises;

(8) supply sufficient and experienced personnel with high level of customer service skills during the Festival;

(9) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(10) allow the Territory to request additional human resources to assist where necessary;

(11) meet with the Festival Event Manager or their delegate prior to the commencement of Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager or their delegate;

(12) provide a Project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(13) provide the Festival Event Manager or their nominated delegate at least two (2) after- hours point of contacts;

(14) from time to time consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;

(15) act in good faith to maintain standards of customer service and comply will all relevant health and safety Traffic management practices and legislation;

(16) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;

(17) have an internal Radio communication system in place which is to be available to the traffic controllers while they are on duty;

(18) an approved traffic management map by road ACT including all the

signage requirements will be provided by the Festival Event Manger no later than 60 Working days prior to the event;

(19) to communicate with the Festival Event Manager or their nominated delegate through the Territory's internal communication radio;

(20) provide three (3) Variable Message Signs (VMS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate two (2) weeks before the Bump In date; and

(21) provide 10 Road Advisory signs (RAS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate one (1) week before the Bump In date.

4. TIMEFRAME

4.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.

4.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

5. REPORTING

5.1 The Contractor will submit the following to the Territory:

(1) a report on the Festival including recommendation for improvement by the 28 February each year;

(2) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than ten (10)working days prior to the Bump In date for each year of the Festival;

(3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than ten (10) working days prior to the Bump In date for each year of the Festival; and

(4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than ten (10) working days prior to the Bump In date for each year of the Festival.

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SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

(1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and

(2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor **(Complaint)** will be handled by the Territory and in accordance with the following procedures:

(1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;

(2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

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(3) after the Territory has given or been given notice in accordance with **paragraphs (1)** or **(2)** above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Security

The Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

1.7 Licences

The Contractor is to supply trained and licensed personnel to manage traffic control during the Festival.

1.8 No assignment or subcontracting

The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

2.1 In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

(1) directly or indirectly control the membership of the board of directors of the corporation; or

(2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

2.2 whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

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DATE OF THIS AGREEMENT.....24 June.....2014

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:)

.....
Signature of witness

.....
Print name

Signature of Territory delegate

NIC MANIKIS
Print name

SIGNED by or for and on behalf of)
CARE TRAFFIC SERVICES PTY LTD)
ABN 72 115 342 820)
in the presence of:

.....
Signature of director/ secretary/ witness

.....
Print name

.....
Signature of director/ authorised officer/ individual

ADRIAN DART
Print name

.....
Signature of second authorised officer

.....
Print name

Affix common seal if required under constitution

Note:

Date:	Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
Individual:	Must be signed by the individual Contractor and witnessed.
Incorporated Association:	Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

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ATTACHMENT 1

Road Closure Plan for the National Multicultural Festival Interchanges

Location:
London CCT–Between Akuna Street and Northbourne Avenue
Time and Date
From 10:00 am Friday 7th of February to 8:00 pm Sunday the 9th February.
Traffic Management Plan:
2 Traffic Marshalls and including road barriers. (Northbourne Interchange) 1 Traffic Marshalls and including road barriers (Akuna Interchange)

Location:
London CCT–East Row
Time and Date the changes will occur:
From 3:00 pm Saturday the 8th February to 6:00 pm.
Traffic Management Plan:
1 Traffic Marshalls and including road barriers

Location:
London CCT–Ainslie Place
Time and Date the changes will occur:
From 6:00 am Friday the 7th February to 8:00 pm Sunday 9th February
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
London CCT–Legislative Assembly car park (short Stay)
Time and Date the changes will occur:
From 5:30 pm Friday the 7th February to 5:00 pm Sunday the 9th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Alinga Street-(From East Row down towards Garema Place)
Time and Date the changes will occur:
From 4:00 pm Friday 7th February to 5:00 pm Sunday 9th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Entrances to Foot Print from Bunda Street to : • Petrie Plaza; and • Garema Place
Time and Date the changes will occur:
From 12:00 noon Friday 7th February to Sunday 9th February 5:00 pm.

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Traffic Management Plan:
Barriers will be in place with appropriate signage and 1 Traffic Marshall required for each entrance point during the closing period.

Car Parks and Lanes

Location:
London Cct to North Building Car park- (Canberra Museum and Gallery)
Time and Date the changes will occur:
From 5:00 am to 5.00pm Friday 7th February
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Tocumwal Lane (Bunda Street & Petrie Plaza)
Time and Date the changes will occur:
From 6:00 am Friday 7th February to 8:00 pm Sunday 9th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

SERVICES AGREEMENT

Date 17 January 2014

Parties

AUSTRALIAN CAPITAL TERRITORY

CANBERRA HIRE PTY LTD
ABN 53 075 534 566

PROVISION OF PORTABLE TOILETS, FOR THE PARENT AND OPERATION ROOMS FOR THE 2014-2016 NATIONAL MULTICULTURAL FESTIVAL

CONTRACT NUMBER 2013.22416.210

Prepared by

Contracts and Grants Unit
Community Services Directorate
Level 1, 153 Emu Bank
Nature Conservation House
BELCONNEN ACT 2616

Ref: 24102013:MM

Version Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) **(Territory)** represented by the **Community Services Directorate.**

CANBERRA HIRE PTY LTD ABN 53 075 534 566 of 34 Vicars Street Mitchell in the Australian Capital Territory 2911 **(Contractor).**

BACKGROUND

A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.

B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1.**

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1.**

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Contractor Material	means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
Invoice	means an invoice that: (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: (1) public liability insurance, an insurer that is: (a) accepted by the Australian Capital Territory Insurance Authority (**ACTIA**) for the purposes of the Insurance Determination, (b) authorised by the Australian Prudential Regulation Authority (**APRA**) to

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conduct new and renewal insurance business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2.**

Special Condition means any provision set out in **Schedule 3.**

Specified Personnel means any person named in **Item 4 Schedule 1,** or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6.**

Term means the term specified in **Item 2 Schedule 1,** and if extended, the initial term and the extended term.

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).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

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(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

(1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and

(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

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4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

(1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;

(2) all Territory Material, including any intellectual property rights, remains with the Territory; and

(3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

(1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.

(2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.

(3) For the purpose of this clause, "use" includes:

(a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and

(b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Contractor must ensure:

(1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and

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(2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

(1) use its best endeavours to include in the Contract Material an attribution of those authors; and

(2) procure from those authors their genuine written consent for the Territory to:

(a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,

(b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and

(c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

(1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

(2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

(3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and

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(4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

(1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

(2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;

(3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and

(4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

(1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

(a) required or authorised to be disclosed by law,

(b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

(c) generally available to the public, or

(d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

(2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable

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procedures for that purpose and that only its authorised personnel have access to Territory Information.

(3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

(1) Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

(1) is required or authorised to be disclosed under law;

(2) is reasonably necessary for the enforcement of the criminal law;

(3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

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(4) is generally available to the public;

(5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

(6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or

(7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

(2) Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

(3) Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or

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(3) is in breach of a provision of this Agreement, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

(b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

(1) the Territory will be liable only for:

(a) payments under this Agreement for Services rendered before the date of termination, and

(b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;

(2) on receipt of a notice of termination or reduction, the Contractor must:

(a) stop work as specified in the notice,

(b) take all available steps to minimise loss resulting from that termination or reduction of Services, and

(c) continue to perform any part of the Services not affected by the notice; and

(3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

(4) Dispute resolution

(1) If a difference or dispute **(Dispute)** arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

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(2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

(1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and

(2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

(1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

(2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.

(3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to

continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

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(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and **9.3** will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers
See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: Jancye.Winter@act.gov.au

For the Contractor:

Ms Cherrie Climas
Manager
Canberra Hire Pty Ltd
34 Vicars Street
MITCHELL ACT 2911

Telephone: (02) 6213 3755
Email: admin@fawhire.com.au

Item 2. Term
See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for a further 12 months.

Item 3. Contract Price
See clause 4

(1) Contract Price: is $68,334.20 (GST Inclusive) over two (2) years.

(2) As outlined under **Item 4(18), Schedule 2** additional labour which is required during the Festival will be costed at $55.00 per hour.

(3) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or $17,083.55	14 days prior to the event date.
50% or	7 days post event date.

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$17,083.55	
Year Two	
50% or $17,083.55	14 days prior to the event date.
50% or $17,083.55	7 days post event date.

(4) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the Territory of an Invoice;

(b) inclusive of GST and all other taxes, duties and charges; and

(c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Personnel	Position
Michael Agnew	Owner
James Mair	Accountant
Cherrie Climas	Manager
Emily Montesin	Administration Officer

Sub Contractors	Services
Blue Water Treatment	Waste Disposal Management
FAW Industries	Deliveries, Maintenance and Repairs including on site repairs

Item 5. Other amounts and insurance
See clause 9.1

(1) Public liability insurance: $20 million in respect of each claim.

(2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

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Item 7.	**Confidential Text** *See clauses 1.1 and 8*	Item 7 not used
Item 8.	**Grounds for confidentiality of Confidential Text** *See clause 8*	Item 8 not used

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SCHEDULE 2

PROVISION OF PORTABLE TOILETS, PARENT AND OPERATION ROOMS

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor is engaged to undertake the supply and delivery of high quality Portable Toilets, an Operations Room and a Parent Room to the 2014 - 2016 National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February each year and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

2.4 Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.5 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

3. SERVICES

The Contractor is engaged to undertake the following Services:

(1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a dated to be agreed) to discuss the

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agreed plans and schedules;

(2) appoint a Project Manager and appropriate levels of qualified staff to oversee all works associated with the Services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(3) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(4) provide an afterhours contact number and be contactable afterhours and response within one (1) hour from time of contact;

(5) join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;

(6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;

(7) have their own radio system separate to the Festival's radio network;

(8) act in good faith to maintain standards of customer service and comply with all relevant legislation;

(9) mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(10) attend site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(11) hold the current Australian Industrial Relations Certificate;

(12) carry applicable licence/s for the Service and have available for daily viewing; and

(13) provide ongoing associated support throughout the Festival as required.

4. METHODOLOGY

The Contractor will be required to deliver the following:

(1) supply, install and remove 10 Female, 10 Male and 2 Disabled toilets for the Festival which includes all fixtures, accessories and consumables;

(2) supply appropriately trained personnel to install, maintain and operate toilets and wash rooms during the Festival (according to the agreed schedule);

(3) supply 20 suitable Kros Urinals with appropriate 2.1 metre privacy fencing around them;

(4) supply 20 portable female and five (5) portable Male Fresh Flash Toilets which are individual stand free units;

(5) supply of all safety equipment required to complete the task or more frequently as required;

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(6) supply personnel during the Festival opening hours, to check and suitably maintain and if necessary, empty toilets, receptacles and bins and clean toilets, hand basins and floors throughout the Festival sites;

(7) review on a regular basis and supply toilet paper and paper hand towels as required throughout the Festival;

(8) remove and appropriately dispose of all waste in accordance with the agreed program schedule, the *Waste Minimisation Act 2001* and *Hazardous Waste Regulations Act 1989*;

(9) cover all transport costs associated with equipment and crew to and from the Festival venues;

(10) provide ongoing support for the duration of the Festival;

(11) remove daily both general and sanitary collected waste;

(12) empty and clean all toilet and wash basins and receptacles daily;

(13) provide one (1) air-conditioned 6m x 3m parent room throughout the Festival with 20 chairs and 2 tables to be located in a central area of the footprint;

(14) provide one (1) air-conditioned 6m x 3m Operational Room throughout the Festival with 20 chairs and 2 tables;

(15) provide two (2) change tables for the Parent Room with a Microwave Oven;

(16) provide four (4) disabled fresh flash toilet units;

(17) provide appropriate signage across the footprint for Male, Female, Kros Urinal and Disabled toilets;

(18) provide additional services outside of agreed schedule if required; and

(19) remove all toilet and wash basin bins and receptacles during the Bump Out period.

5. DELIVERY

5.1 The Contractor must deliver and install Portable Toilets an Operations Room and a Parent Room at the following locations in accordance with **Attachment 1**:

LOCATIONS	DESCRIPTION
Gareema Place	10 single Toilets and 1 Disabled Unit
Ainslie Place	10 dingle Toilets, 1 Disabled and 1 Wash and Sink Stand
Baileys Corner/ Carpark	10 single Toilets, 1 Disabled and 1 Wash and Sink Stand

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Kros Urinal	20 single units across the footprint
To be installed in a centralised location within the National Multicultural Festival	One (1) 6m x 3m Air Conditioned Operational Room including required chairs and tables
Koura Street	One (1) 6m x 3m Air Conditioned Parent Room including specifications.

6. TIMEFRAME

6.1 The Contractor is to undertake the Services outlined in **Item 3, Schedule 2 Services** during February each year of the Festival.

6.2 The Contractor is to ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

7. REPORTING

7.1 The Contractor will submit the following to the Territory:

(1) a report on the Festival including recommendations for improvement to the Territory by 28 February each year.

(2) provide a comprehensive training register to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to the Bump In date for each year of the Festival; and

(4) provide a report on the Festival following completion of the Services, to the Festival Event Manager or their nominated delegate, which incorporated recommended improvements for upcoming years.

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SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

(1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and

(2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor **(Complaint)** will be handled by the Territory and in accordance with the following procedures:

(1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;

(2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

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(3) after the Territory has given or been given notice in accordance with **paragraphs (1)** or **(2)** above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

(1) The Contractor must hold the current Australian Industrial Relations Certificate;

(2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment and Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

(1) directly or indirectly control the membership of the board of directors of the corporation; or

(2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

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DATE OF THIS AGREEMENT 17 January 2014

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

Signature of witness

Print name

Signature of Territory delegate

Nic MANIKIS
Print name

SIGNED by or for and on behalf of
CANBERRA HIRE PTY LTD
ABN 53 075 534 566
in the presence of:

Signature of director/ secretary/ witness

Lara Hammond
Print name

Signature of director/ authorised officer/ individual

Cherrie Climas
Print name

Signature of second authorised officer

Print name

Affix common seal if required under constitution

Note:

Date:	Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
Individual:	Must be signed by the individual Contractor and witnessed.
Incorporated Association:	Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign

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ATTACHMENT 1

LIST OF EQUIPMENT AND EVENT SITES

Location 1: Back of Fringe Stage **2 Portable Toilets**
Services to be completed on site at the following times:
1st Day of Festival - approx 9pm
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Location 2: Gravel Areas on Theatre Lane (Baileys Corner car park entrance) **8 Portable Toilets, 1 Disabled Toilet, 1 Sink Unit and 10 Kros Urinals and Screening**
Services to be completed on site at the following times:
1st Day of Festival - approx 9pm
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

London CCT **4 Portable Toilets, 1 Disabled Toilet, 1 Sink Unit and 4 Kros Urinals and Screening**
Services to be completed on site at the following times:
1st Day of Festival - approx 9pm
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Location 5: Akuna Street **4 Portable Toilets**
Services to be completed on site at the following times:
1st Day of Festival - approx 9pm
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Location 6: Ainslie Avenue 8 Portable Toilets
Services to be completed on site at the following times:
1st Day of Festival - approx 9pm
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Location 5: Garema Place – Baily's loading dock 8 Portable Toilets and 1 Disabled Toilet
Services to be completed on site at the following times:
1st Day of Festival - approx 9pm
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm, 8pm and 10 pm
3rd Day of Festival – approx. 8am, 11am & 2pm
Centre Point Building (out front of 140-180 City Walk) One 3X6 Air Conditioned Operational Room including required chairs and tables.
London Circuit (Out From of CBA) One 3X6 Air Conditioned Parent Room including specifications.

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SERVICES AGREEMENT

Date	6 January 2014
Parties	**AUSTRALIAN CAPITAL TERRITORY** **W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTRICAL TECHNOLIGIES** **ABN 42 094 182 779**
	PROVISION OF GENERATORS AND ELECTRICAL SERVICES FOR THE 2014 – 2016 NATIONAL MULTICULTURAL FESTIVAL
	CONTRACT NUMBER 2013.22416.222
Prepared by	Contracts and Grants Unit Community Services Directorate Nature Conservation House Level 1,153 Emu Bank BELCONNEN ACT 2616 Ref: 10102013:MM
Version	Final October 2013

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) **(Territory)** represented by the **Community Services Directorate.**

W.R. ELECTRICAL PTY LTD TRADING AS AFFINITY ELECTICAL TECHNOLOGIES ABN 42 094 182 779 of 53 Grimwade Street Mitchell in the Australian Capital Territory 2911 **(Contractor).**

BACKGROUND

A. The Territory has undertaken a procurement process Tender Number 22416.110 and has selected the Contractor to provide the Services.

B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text	means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1.**
Contract Material	means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.
Contract Officers	means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.
Contract Price	means the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1.**

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Contractor Material	means all material owned by the Contractor and used for the purpose of providing the Services, including documents information and data stored by any means.
GST	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).
Invoice	means an invoice that: (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement; (3) is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Prescribed Insurer	means, in relation to: (1) public liability insurance, an insurer that is: (a) accepted by the Australian Capital Territory Insurance Authority (**ACTIA**) for the purposes of the Insurance Determination, (b) authorised by the Australian Prudential Regulation Authority (**APRA**) to

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conduct new and renewal insurance business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2.**

Special Condition means any provision set out in **Schedule 3.**

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of **clause 6.**

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

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).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;

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(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

Territory Material means any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

(1) references to "Contractor" include any employees, agents or subcontractors of the Contractor; and

(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

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4. Contract Price

4.1 Invoice

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1.**

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

(1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;

(2) all Territory Material, including any intellectual property rights, remains with the Territory; and

(3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

5.2 Licence of material

(1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.

(2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.

(3) For the purpose of this clause, "use" includes:

(a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and

(b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

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5.3 Third party rights

The Contractor must ensure:

(1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and

(2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

(1) use its best endeavours to include in the Contract Material an attribution of those authors; and

(2) procure from those authors their genuine written consent for the Territory to:

(a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,

(b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and

(c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

6. Contractor's personnel

The Contractor must:

(1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;

(2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;

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(3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and

(4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Contractor's use of Territory Information

The Contractor must:

(1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;

(2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Contractor was a collector and/or record-keeper of the Personal Information as defined in the Act;

(3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and

(4) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Contractor to protect Territory Information

(1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

(a) required or authorised to be disclosed by law,

(b) disclosed to the Contractor's solicitors, auditors, insurers or advisers,

(c) generally available to the public, or

(d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

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(2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.

(3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

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8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

(1) is required or authorised to be disclosed under law;

(2) is reasonably necessary for the enforcement of the criminal law;

(3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

(4) is generally available to the public;

(5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;

(6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or

(7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Contractor's insurance

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or

(3) is in breach of a provision of this Agreement, where that breach:

(a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

(b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

(1) the Territory will be liable only for:

(a) payments under this Agreement for Services rendered before the date of termination, and

(b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;

(2) on receipt of a notice of termination or reduction, the Contractor must:

(a) stop work as specified in the notice,

(b) take all available steps to minimise loss resulting from that termination or reduction of Services, and

(c) continue to perform any part of the Services not affected by the notice; and

(3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

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10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

(1) If a difference or dispute **(Dispute)** arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

(2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

(1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and

(2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

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(1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

(2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.

(3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

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12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;

(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or

(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and **9.3** will survive the expiration or earlier termination of this Agreement.

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SCHEDULE 1

CONTRACT DETAILS

Item 1. Contract Officers
See clauses 1.1 and 12.10

For the Territory:

Senior Manager
ACT Office of Multicultural Affairs
Community Participation Group
Theo Notaras Multicultural Centre
Level 2, 180 London Circuit
CANBERRA ACT 2601

Telephone: (02) 6205 3153
Email: jancye.winter@act.gov.au

For the Contractor:

Mr Brendan Read
Managing Director
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Telephone: (02) 6241 3255
Email: Brendan@affinityelectrical.com.au

Item 2. Term
See clause 3

From 1 November 2013 until 30 June 2015 with an option to extend for 12 months.

Item 3. Contract Price
See clause 4

(1) Contract Price: is $245,620.00 (GST Inclusive) over two (2) years.

(2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following:

Instalment	When Invoice may be rendered
Year One	
50% or $61,405	14 days prior to the event date.
50% or $61,405	7 days post event date.
Year Two	
50% or $61,405	14 days prior to the event

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	date.
50% or $61,405	7 days post event date.

(3) Except if otherwise stated in this Agreement, the Contract Price is:

(a) payable within 30 days of receipt by the Territory of an Invoice;

(b) inclusive of GST and all other taxes, duties and charges; and

(c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

Item 4. Specified Personnel
See clause 6

Personnel	Position
Brendan Read	Director
Brent Tucker	Operations Manager
Rob Hanily	Site Supervisor
Dan Parker	Project Manager
Jeremy Kerns	Installation Electrician
Patrick Delaney	Installation Electrician

Item 5. Other amounts and insurance
See clause 9.1

(1) Public liability insurance: $20 million in respect of each claim.

(2) Workers Compensation Insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

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SCHEDULE 2

PROVISION OF GENERATORS AND ELECTRICAL SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Contractor must provide the Services as follows within any specified timeframes.

1. OBJECTIVE

The Contractor will be required to undertake the supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival.

2. BACKGROUND

2.1 The National Multicultural Festival (Festival) has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural Affairs, Community Services Directorate. The Festival will run for a period of three (3) days during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The Festival showcases the ACT's cultural diversity.

2.2 The Festival event sites will incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

2.3 Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

2.4 Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

2.5 To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

2.6 Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

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3. SERVICES

3.1 The Contractor is to undertake the following Services:

(1) meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or date to be agreed) to discuss the agreed plans and schedules;

(2) provide a Project Manager and appropriate level of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(3) communicate all issues and relevant information tot the Festival Event Manger or their nominated delegate;

(4) be required to provided:

(a) an afterhours contact number;

(b) be contactable afterhours; and

(c) Respond within one (1) hour from the time of contact.

(5) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival;

(6) attend mandatory radio training at the Bump In and ensure all staff are familiar with the radio operations at each change of shift;

(7) be required to have their own radio system separate to the Festivals radio network;

(8) act in good faith to maintain standards of customer service and comply with all relevant legislation;

(9) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(10) have on site meeting with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(11) hold the current Australian Industrial Relations Certificate;

(12) carry applicable licence/s for the service and have available for daily viewing; and

(13) provide ongoing associated support through the Festival as needed.

3.2 The Contractor is to supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in **Attachment 1.**

4. METHODOLOGY

4.1 The Territory will be required to provide the final footprint and power requirements to the Contractor no later than 60 days prior to the commencement of the Festival.

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4.2 The Contractor will be required to:

(1) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting **Attachment 1**;

(2) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;

(3) ensure that all cables utilised are safety tagged and date certified;

(4) supply all the necessary lifting equipment on site with a certified operator/s;

(5) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and

(6) ongoing technical support throughout the Festival.

5. TIMEFRAME

5.1 The Contractor will undertake the Services outlined in **Item 3, Schedule 2** Services during February each year of the Festival.

5.2 The Contractor will ensure that the goods/equipment are installed and removed during the Bump In and Bump Out periods.

6. REPORTING

6.1 The Contractor will submit the following to the Territory:

(1) a report including recommendation for improvement by the 28 February each year of the Festival;

(2) provide a comprehensive training register including employee licences to the Festival Event Manager or their nominate delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(3) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival

(4) provide a safe work method statement for high-risk tasks to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival.

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SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Item 1. Privacy of Personal Information

1.1 Additional privacy obligations

The following obligations are in addition to those set out in **clause 7**, and do not limit those set out in **clause 6(4)**.

1.2 Employee awareness

The Contractor must ensure that each person engaged in performance of the Services by the Contractor requiring access to any Personal Information held in connection with this Agreement:

(1) executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and

(2) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the person.

1.3 Reasonable requests, directions and guidelines

The Contractor must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* (Cth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

1.4 Handling of complaints

A complaint alleging an interference with the privacy of an individual in respect of any Services performed by the Contractor **(Complaint)** will be handled by the Territory and in accordance with the following procedures:

(1) if the Territory receives a Complaint it will immediately notify the Contractor of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;

(2) if the Contractor receives a Complaint it must immediately notify the Territory of the nature of the Complaint but will only release Personal Information to the Territory concerning the complainant with that person's consent; and

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(3) after the Territory has given or been given notice in accordance with **paragraphs (1)** or **(2)** above, it will keep the Contractor informed of all progress with the Complaint concerning the actions of the Contractor.

1.5 Survival of Item

This Item survives the expiry or earlier termination of this Agreement.

1.6 Licences

(1) The Contractor must hold the current Australian Industrial Relations Certificate;

(2) Carry applicable licence/s for the service and have available for daily viewing.

1.7 Security

The Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.8 No Assignment or Subcontracting

The Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

Item 2. Changes in control of Contractor

In addition to the circumstances set out in **clause 12.4(2)**, for the purposes of **clause 12.4**, "control" includes the direct or indirect possession of the power (whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights) to:

(1) directly or indirectly control the membership of the board of directors of the corporation; or

(2) otherwise directly or indirectly direct or cause the direction of the management and policies of that corporation,

whether by means of trusts, agreements, arrangements, understandings, practices, greater industry experience, the ownership of any interest in shares or stock of that corporation or otherwise.

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DATE OF THIS AGREEMENT 6 January 2014

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:)

.....
Signature of witness

JEREMY CHALMERS
Print name

.....
Signature of Territory delegate

NICHOLAS MANIKIS
Print name

SIGNED by or for and on behalf of)
W.R. ELECTRICAL PTY LTD)
TRADING AS AFFINITY ELECTRICAL)
TECHNOLOGIES
ABN 42 094 182 779
in the presence of:

.....
Signature of director/ secretary/ witness

KELVIN AUMONT
Print name

.....
Signature of director/ authorised officer/ individual

BRENDAN READ
Print name

.....
Signature of second authorised officer

.....
Print name

Affix common seal if required under constitution

Note:

Date:	Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.
Individual:	Must be signed by the individual Contractor and witnessed.
Incorporated Association:	Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

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ATTACHMENT 1

LIST OF EQUIPMENT
GENERATOR AND ELECTRICAL SERVICES

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	Outlets
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.
- 5 x 3 phase power lock cable sets

Power Lock Cable Length
5m
10m
20m
30m
50m

Currently allow for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches.
- 35 x 32 amp 30m leads.
- 150 x 5 channel cable covers.

REQUEST FOR QUOTATION NO: 22416.110

Hi Jancye

V1 copy of Tender

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mail has been

ut out this morning.

ACT Government

PROVISION OF GOODS AND SERVICES FOR THE 2014-2016 NATIONAL MULTICULTURAL FESTIVAL

ON BEHALF OF
COMMUNITY SERVICES DIRECTORATE

CONTACT OFFICER: EMMA MIRENDA

SHARED SERVICES PROCUREMENT

PHONE: (02) 6205 4969

FAX: (02) 6207 6500

EMAIL: SHAREDSERVICESPROCUREMENTGSTWO@ACT.GOV.AU

ISSUE DATE: SATURDAY, 6 JULY 2013

CLOSING DATE: THURSDAY, 8 AUGUST 2013

CLOSING TIME: 2:00PM CANBERRA TIME

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1. STATEMENT OF REQUIREMENTS

1.1.1. This Request for Quotation (RFQ) is to seek suitably experienced Contractors to provide Goods and Services for the 2014-2016 National Multicultural Festival (Festival) on behalf of the Community Services Directorate.

1.1.2. Respondents are referred to **Annexure A – H** for the Statement of Requirements for:

1. Provision of Sound and Lighting;
   (Refer to **Annexure A**);
2. Provision of Generators and electrical services;
   (Refer to **Annexure B**);
3. Portable Toilets, Parent and operation rooms;
   (Refer to **Annexure C**);
4. Security Services;
   (Refer to **Annexure D**);
5. Waste Management Services;
   (Refer to **Annexure E**);
6. Traffic Management Services;
   (Refer to **Annexure F**);
7. Provision of Marquees And Change Rooms ;
   (Refer to **Annexure G**); and
8. Supply and install appropriate staging and platforms ;
   (Refer to **Annexure H**).

1.2 Background

1.2.1. The National Multicultural Festival has been staged in Canberra for the past 16 years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate.

1.2.2. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

1.3 Nominating Goods/Services

1.3.1 Respondents are to nominate which of the following services they are tendering for by completing the Nomination for Tendering of Services form -Attachment 1.

1. Provision of Sound and Lighting;
2. Provision of Generators and electrical services;
3. Provision of Marquees And Change Rooms;
4. Supply and install appropriate staging and platforms;
5. Security Services;
6. Traffic Management Services;
7. Portable Toilets; and
8. Waste Management Services.

1.3.2 Please ensure that you clearly identify which Service/s your Organisation is tendering for.

2. ASSESSMENT

2.1 Value for Money

2.1.1. In evaluating Quotations the Territory has as its objective the attainment of best value for money and not necessarily the lowest price.

2.1.2. Apart from conformity with the requirements of this RFQ, the Territory will evaluate Quotations in accordance with the criteria outlined below.

2.2 Threshold Criteria

Threshold Criteria	Pass/Fail
Compliance with all required Legislation and Regulations. Respondents are to provide copies of all applicable licenses required for the safe and proper delivery of the Services.	Pass/Fail

Responses that do not meet the above threshold criteria will be regarded as non-conforming, and will not be considered for further assessment against remaining criteria.

2.3 Weighted Criteria

ASSESSABLE CRITERIA	Weighting %
Respondents are to detail and provide evidence against the following:	
(1) Service Delivery Model	**40%**
(a) Respondents are to outline their proposed service delivery model which details:	20
(i) their understanding of the principles and practice of the public events and its potential to achive the best outcomes for the Festival; and	
(ii) the proposed methodology to deliver the Services, the implementation plan and key milestones indicating dates for service commencement and a proposed schedule for Bump In and Bump Out.	
(b) Respondents are to detail the Risk Management Strategy for service establishment and delivery.	10
(c) Respondents to detail how they will meet the Festival deadlines.	10
(2) Social Procurement	
(a) Respondents are to outline how they address the following elements of social procurement and community benefits outcomes they will support. Examples include:	
(i) employment of people from disadvantaged groups (people with mental illness or disabilities);	**10%**
(ii) employment of people from a minority group (refugees, migrants and/ or Aboriginals or Torres Strait Islander backgrounds);	
(iii) employment of people who have been unemployed long term;	
(iv) people from culturally and linguistically diverse backgrounds; and	

(v) a description of any other social outcomes not already detailed. (b) This criteria will be evaluated in terms of the Respondents ability to provide the Territory with the best social outcomes	
(3) Personnel Respondents are to outline the experience and qualifications of current core personnel who will be involved in establishing and overseeing program delivery and who will be employed to deliver the services.	**20%**
(4) Experience in undertaking major events. Respondents are to outline the experience of thier company in undertaking major events.	**20%**
Total	**100%**
NON-WEIGHTED CRITERIA	
(5) Pricing Schedule Respondents are to provide a detailed breakdown of costs to deliver the nominated service.	
(6) Referees Respondents are to provide contact details of two (2) referees, including name, address and telephone number. Referees need to be able to attest to the capacity of the Respondent against each of the Assessment Criteria. The Evaluation Team may seek verbal or written reports from referees.	

3. CONTRACT REQUIREMENTS

3.1.1. The form of contract expected to be used for the Services required by this RFQ is the Territory's Services Agreement. The Territory reserves the right to alter provisions of the contract and the form of contract if an alternative is determined to be more appropriate. Standard Territory terms and conditions and form of contract for [Services/Goods] is available at www.procurement.act.gov.au/tenders_advertised/open_tenders.

3.1.2. The contract is expected to be for an initial period of two (2) years, with provision for up to one (1) extension of one (1) year. The maximum term of the contract will be two years.

4. CONDITIONS OF QUOTATION

4.1 Insurance Requirements

4.1.1. Without limiting the insurance that is required to be held by the successful Respondent by law (e.g. worker's compensation) or under the contract, the successful Respondent will be required to take out and maintain:

(1) public liability insurance with coverage in the amount of not less than $20,000,000.00 in respect of each occurrence.

4.2 Acknowledgement

4.2.1. In submitting a Quotation the Respondent acknowledges that it:

(1) has examined this RFQ, any other information issued and any information relevant to the risks, contingencies, and other circumstances having an affect on the Quotation;

(2) has made and relied upon its own enquiries to address the Assessment Criteria;

(3) is satisfied as to the correctness and sufficiency of the Quotation; and

(4) agrees its Quotation must remain open for at least sixty (60) days from the date and time of closing.

4.3 Disclaimer

4.3.1. The Territory is in no way liable for the inaccuracy of any information printed or stored by a Respondent (or other user) after downloading an electronic copy from Shared Services Procurement website. A Respondent (or other user) who utilises an automatic language translation service in connection with the RFQ does so at its own risk.

4.3.2. If the Respondent finds any discrepancy, misdescription, error or omission in the RFQ or requires clarification of any information in relation to the RFQ, the Respondent is requested to notify the Contact Officer on the front cover page of this RFQ before the date and time for closing Quotations.

4.4 Further Information, Clarification and Enquiries

4.4.1. There are no obligations on the part of the Territory to seek clarifications or any other information regarding a Quotation. Respondents may be required to attend interviews, presentations, demonstrations, site visits or submit additional information to allow full consideration of a Quotation.

4.4.2. By submitting a Quotation, the Respondent:

(1) authorises the Territory to:

(a) enquire into the Respondent's financial status and viability;

(b) obtain from any government agency information including about the Respondent's performance during any previous or current contracts for services similar to those sought in this RFQ; or

(c) seek information from sources including regulatory and law enforcement bodies, relevant to whether the Respondent is relevantly registered or licensed to provide the Services; and

(d) acknowledges that the provision and receipt of information by the Territory to any other government agency is a communication in circumstances of qualified privilege and the Respondent shall have no claim against the Territory arising out of the provision or receipt of such information.

4.4.3. Respondents may request clarification of this RFQ or submit queries in relation to this RFQ in writing to the Contact Officer. Any Response by the Territory will be written and may be provided to all Respondents.

4.5 Ownership of Quotations

4.5.1. Quotations (including copies) will not be returned and become the property of the Territory. The Respondent authorises the Territory to use (including copying, reproducing or supplying) their Quotation for assessment purposes and in any agreement resulting from their Quotation that may be entered into with the Territory should they be the preferred Respondent.

4.5.2. The Respondent retains any intellectual property rights in their Quotation and warrants no other person's or organisation's moral or intellectual rights will be infringed in the Territory's use of the Quotation.

4.6 Selection of Preferred Quotation

4.6.1. The Territory is under no obligation to select any Quotation and may vary or discontinue the Quotation process upon giving written notice to Respondents.

4.6.2. Late Quotations may be accepted, at the sole discretion of the Territory. Confirmation of receipt of Quotations will not be issued.

4.6.3. Upon conclusion of the Quotation assessment process, the Territory may select a preferred Respondent and then:

(1) commence contract negotiations with the preferred Respondent with a view to concluding those negotiations within a prescribed period of time;

(2) negotiate with another Respondent if contract negotiations with the preferred Respondent are not concluded within the time specified to the preferred Respondent; or

(3) cease negotiations with any Respondent.

4.6.4. No legal obligations arise until the Territory has executed a contract substantially in the form identified at Part 3.1.1 of this RFQ.

4.6.5. The Territory will offer unsuccessful Respondents the opportunity of a debriefing.

4.7 Costs of Submitting a Quotation

4.7.1. The Territory will make no payment to a Respondent for any costs incurred by a Respondent in preparing a Quotation, 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 for any work undertaken by any Respondent after its Quotation is submitted including work requested by the Territory in accordance with any provision of the RFQ.

4.8 Addenda

4.8.1. Addenda to this RFQ may be issued by the Territory prior to the date and time for closing the RFQ for the purposes of clarifying documents or to notify any amendments to the RFQ.

4.8.2. Addenda will be issued to each person or organisation to which the RFQ was issued, or they will each be notified that an addendum is available for collection.

4.9 Confidential Text and Disclosure

4.9.1. The Respondent must specify in writing if the Respondent believes any information in relation to this Quotation is confidential and wishes that information to be treated as confidential in any contract. Respondents should be aware that the Territory may be required to disclose information, either under the *Freedom of Information Act 1989* or by the responsible Minister in the Legislative Assembly.

4.9.2. Respondents should seek their own legal advice as to the implications for them of the notifiable contracts provisions of the *Government Procurement Act 2001*.

4.10 Conflict of Interest

4.10.1. 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 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.

4.10.2. In submitting a Quotation, the Respondent warrants that:

(1) the Respondent has no knowledge of the price, including rates, of any other respondent for the goods or services; and

(2) except as disclosed in its response, the Respondent has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association or to or on behalf of any other respondent in relation to the RFQ or any contract which may be entered into consequently, nor paid or allowed any money on that account.

4.10.3. At the sole discretion of the Territory, contravention of this provision may result in the Respondent's Quotation being deemed to be non-conforming.

4.11 Proprietary Names

4.11.1. If proprietary names, brands, catalogues or reference numbers are specified in the RFQ, the Respondent may offer material or equipment of a similar characteristic, type, quality, appearance, finish, method of construction and performance.

5. RESPONDENT DECLARATION

5.1.1. The Respondent must include in its Quotation a completed and signed Respondent Declaration in the form provided at **Attachment 3**.

5.1.2. The Respondent must also include in its Quotation a completed and signed Ethical Suppliers Declaration in the form provided at **Attachment 4**.

6. LODGEMENT OF QUOTATIONS

6.1.1. The Respondent must lodge an original and three copies of the Quotation. The original is to be marked as the original and each copy sequentially marked with a copy number. In the event of any discrepancy between the copy and the original, the original takes precedence.

6.1.2. Quotations must be either posted or hand delivered and received by the closing time and date to:

The Tender Box
RFQ 22416.110
Attention: Emma Mirenda Phone: 6205 4969
Ground Floor
40 Allara Street
CANBERRA CITY ACT 2601

6.1.3. Quotations are to be no larger than 350mm wide x 60mm high in size. Quotations in excess of this size will not fit in the delivery slot of the Tender Box. If a hand delivered Quotation is not able to be placed in the Tender Box (e.g. due to size or otherwise) Respondents are to proceed to Level 5, 40 Allara Street, Canberra City and telephone the nominated Contact Officer to arrange collection of the Quotation by hand.

6.1.4. If a Quotation is to be delivered by an Australia Post courier or by a private courier service requiring a signature, the Quotation should be delivered to Level 5, 40 Allara Street, Canberra City to be received and signed for by an Officer from Shared Services.

6.1.5. Following the closing date for Quotations, names of Respondents for this RFQ will be listed on the Shared Services Procurement notice board, located on Level 5, 40 Allara Street, Canberra City. The list will also be available from Shared Services Procurement's website – www.procurement.act.gov.au. Quotations received after the prescribed closing time may not be included on the list.

6.1.6. If a hand delivered Quotation is not able to be placed in the Tender Box (e.g. due to size) Respondents should contact Shared Services Procurement and request an Officer come to the foyer to accept the Quotation by hand. Respondents may use the wall phone located adjacent to the Tender Box to direct dial Shared Services Procurement.

6.1.7. If a Quotation is being delivered by an Australia Post courier or private courier requiring signature, the courier should contact Shared Services Procurement and request an Officer come to the foyer to accept and sign for the Quotation. The wall phone located adjacent to the Tender Box may be used to direct dial Shared Services Procurement.

6.1.8. Following the closing date for Quotations, names of Respondents for this RFQ will be listed on the Shared Services Procurement website – www.procurement.act.gov.au. Quotations received after the prescribed closing time may not be included on the list.

6.1.9. All enquires in relation to this RFQ must be directed in writing to the Contact Officer.

6.1.10. Below is a list of actions and/or information that Respondents should review prior to submitting their Quotation.

- ☐ Quotation submitted on time.
- ☐ Quotations are to be clearly marked with the RFQ number, the RFQ description, contact officer and the date and time for closing of Quotations.
- ☐ Quotations have the Nomination for Tendering of Services form completed and attached.
- ☐ One (1) Original unbound hard copy and three (3) soft copies on CD/UBS submitted. *Please ensure that soft copies **DO NOT** include any pricing information.
- ☐ All Assessment Criteria addressed.
- ☐ Completed Pricing Schedule
- ☐ Completed and signed Respondent Declaration.
- ☐ Completed Draft Agreement and Confidential Text
- ☐ Completed and signed Ethical Suppliers Declaration.
- ☐ Completed and signed Statutory Declaration

☐ Insurance cover (including workers compensation) to the value requested by the Territory (copy of current certificates to be supplied with Quotation) (see Clause 4.1.1)

ATTACHMENT 1 – NOMINATION FOR TENDERING OF SERVICES FORM

I/we wish to submit a quotation for:

- ☐ Provision of Sound and Lighting.
- ☐ Provision of Generators and electrical services;
- ☐ Provision of Portable Toilets, Parent and Operation rooms.
- ☐ Provision of Security Services
- ☐ Provision of Waste Management Services.
- ☐ Provision of Traffic Management Services.
- ☐ Provision of Marquees and Change Rooms
- ☐ Supply and install appropriate staging and platforms.

ATTACHMENT 2 – PRICING SCHEDULE

1. Sound and Lighting	
Respondents are to provide an all inclusive price for the Supply, Installation and Removal of all sound and lighting equipment in accordance with **Annexure A – 1.7 Specifications and 1.11 – List of Equipment.** If required please provide a breakdown in costs. Prices are to be **GST inclusive**	
Supply, Installation and Removal of Sound and Lighting	Total cost$
Hourly rate	$

2. Generators and Electrical Services	
Respondents are to provide an all inclusive price for the Supply, Installation and Removal of all Generators and Electrical Services (including fuel and diesel) in accordance with **Annexure B –1.6 Specifications and 1.10 – List of Equipment.** If required please provide a breakdown in cost. Prices are to be **GST inclusive**	
Supply, Installation and Removal of all Generators and Electrical Services (including fuel and diesel)	Total cost $
Hourly rate	

3. Portable Toilets, Parent and Operation Rooms	
Respondents are to provide an all inclusive price for the Supply, Installation and Removal of Portable Toilets, Operation Room and Parent Room in accordance with **Annexure C – 1.6 Specification.** If required please provide a breakdown in cost. Prices are to be **GST inclusive**	
Supply, Installation and Removal of Portable Toilets, Operation Room and Parent Room	Total cost $
Hourly rate	$

4. Security Services

Respondents are to provide a GST inclusive price for Security Guard at the days and times stated below.
If required please provide a further breakdown in cost.

Day	Shift Time	Total Number of Guards required	Total Hours Required	Cost of Guards GST inc. $
Bump In – Festival Setup Period Monday – Thursday				
Monday - Thursday	8pm – 8am	5	60	$

Friday 8am to Saturday 1am				
Day	**Shift Time**	**Total Number of Guards required**	**Total Hours Required**	**Cost of Guards GST inc. $**
Bump In – Festival Setup Period	8am – Saturday 1am	7	61	

Friday 4pm - Saturday 8am				
Day	**Shift Time**	**Number of Guards required**	**Total Hours Required**	**Cost of Guards GST inc. $**
Overnight	4pm-Friday to 8am Saturday	4	61	

Saturday 10am – 6pm				
Day	**Shift Time**	**Number of Guards required**	**Total Hours Required**	**Cost of Guards GST inc. $**
Festival Day	10am -6pm	7	56	

Saturday Night 6pm – Sunday 1am				
Day	Shift Time	Number of Guards	Total Hours Required	Cost of Guards GST inc. $
Night Program Event shutdown	6pm-1am	6	42	

Saturday 1am – Sunday 8am				
Day	Shift Time	Number of Guards	Total Hours Required	Cost of Guards GST inc. $
Overnight	1am-8am	5	35	

Sunday 10am – 6 pm				
Day	Shift Time	Number of Guards	Total Hours Required	Cost of Guards GST inc. $
Festival Day Event Shutdown	10am -6pm	6	48	

Sunday Night 6pm - Monday 8am				
Day	Shift Time	Number of Guards	Total Hours Required	Cost of Guards GST inc. $
Overnight	6pm- 8am	3	42	

Bump Out – Monday - Thursday				
Day	**Shift Time**	**Number of Guards**	**Total Hours Required**	**Cost of Guards GST inc. $**
Monday - Thursday	8pm – 8am Nightly	4	48	

Civic Square stage Thursday – Saturday					
Day	**Shift Time**	**Number of Guards**	**Total Hours Required**		**Cost of Guards GST inc. $**
Thursday - Saturday	11pm – 8am Nightly	1	27		

5. Waste Management Services

Respondents are to provide an all inclusive price for the supply, installation, maintenance and removal of Waste Management Services in accordance with **Annexure E – 1.6 Specification**.
If required please provide a breakdown in cost.
Prices are to be **GST inclusive**

Type of Bin	**Qty**	Price as per Annexure E – 1.6 Specification $
General 240lt wheelie bins	150	$
Recycle 240lt wheelie bins	150	$
1100L Roll top skip bins	80 (approx)	$
Skip 1 - large	1 or 2	$
Skip 2 - large	1 or 2	$
Clean all marquees and the general area in and around Garema Place from Midnight.		
Clean all marquees and the general area in and around Garema Place, City Walk, Petrie Plaza North and South, Akuna St and Ainslie Ave from Midnight.		
Clean all marquees and the general area in and around Garema Place, City Walk, Petrie Plaza North and South, Akuna St from 5pm		

6. Traffic Management Services	
Respondents are to provide an all inclusive price for the Supply of trained and licensed personnel to manage traffic in accordance with **Annexure F – 1.6 Specifications.** If required please provide a breakdown in cost. Prices are to be **GST inclusive**	
Supply of trained and licensed personnel to Manage Traffic	Total cost $
Hourly rate	$

7. Marquees and Change Rooms	
Respondents are to provide an all inclusive price for the supply, construction and removal of Marquees and Change Rooms in accordance with **Annexure G – 1.6 Specification.** If required please provide a breakdown in cost. Prices are to be **GST inclusive**	
Supply, Construction and Removal of Marquees and Change Rooms	Total cost $
Hourly rate	$

8. Stage and Platforms	
Respondents are to provide an all inclusive price for the supply, construction and removal of stage and platforms in accordance with **Annexure H – 1.6 Specifications and 1.10 List of Equipment.** If required please provide a breakdown in cost. Prices are to be **GST inclusive**	
Supply, Construction and Removal of Stage and Platforms	Total cost $
Hourly rate	$

ATTACHMENT 3 – RESPONDENT DECLARATION

I/We quote to the Territory for the National Multicultural Festival on behalf of the Community Services Directorate at the GST-inclusive prices specified in this RFQ.

I/We have provided details of any information I/we wish to be treated as confidential in any resulting contract, in accordance with section 4.10.

I/We undertake to provide insurance policies if selected as the preferred Respondent prior to entering into a contract with the Territory.I/We have sighted all addenda to this RFQ.

Full Name and / or Name of Company	AND/OR	Trading Name *(Business Name)*
ACN (Australian Companies Number)	OR	ABN (Australian Business Number)
Business Address		Postal Address
State / P/Code		State / P/Code
Telephone No / Mobile No		Facsimile No / Email address
Name of ACT Professional Standards Scheme		Upper Limit of capped Professional Indemnity Liability Insurance
Respondent's Representative		(include telephone number)
Position Held by Respondent's Representative		
Signature of Director if corporation else Respondent		Printed Name
Date		
Signature of 2nd Director if corporation else Witness		Printed Name

ATTACHMENT 4 – ETHICAL SUPPLIERS DECLARATION

The Territory may request further details about the information provided by the Respondent in this Ethical Suppliers Declaration. This Ethical Suppliers Declaration may be sent to the relevant Union (though UnionsACT), ACT Workcover and any other regulatory bodies deemed appropriate for verification of information supplied by the Respondent.

The Territory will not enter into contracts with Respondents that cannot demonstrate compliance with their Employee and industrial relations obligations. The determination of compliance extends to the obligations in respect of Subcontractors. The Respondent will be informed if, in the assessment by the Territory, it has failed to satisfactorily demonstrate compliance.

Definitions

In this Declaration.

Full Details means details of:

(a) the nature of the breach or offence or alleged breach or offence;

(b) any conviction recorded or adverse finding made in respect of the breach or offence;

(c) any penalty or orders imposed by a court, tribunal, commission or board in respect of the breach or offence and the maximum penalty that could have been imposed under the **Prescribed Legislation**;

(d) the name of the court, tribunal, commission or board, the State or Territory in which the proceeding or prosecution is brought, the date on which the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, commission or board;

(e) the name of the entity against which the finding or conviction was made or the proceeding or prosecution was initiated.

Tendering Entity means the legal entity (individual or company) that proposes to enter into a contract with the Territory at the end of the tendering process.

Contract means a written contract for the procurement of prescribed works or services having a total consideration, or estimated total consideration, worth $25,000 or more.

Employee means a natural person who is employed under a contract of service to provide a supplier of prescribed works or services or a **Subcontractor** with his or her labour, except for the provision of professional or information technology service.

Employee and industrial relations obligations means compliance with:

(a) **Prescribed Legislation**; and

(b) determinations made by the tribunals of competent jurisdiction in respect of the interpretation, breach or any other matter concerning any **Prescribed Legislation.**

– Note: Examples of employee and industrial relations obligations may typically include payment of remuneration; training; annual holidays; long service leave entitlements; occupational health and safety; workers' compensation; injury management, (including rehabilitation); legal age of employment; discrimination; and superannuation. This list is non exhaustive.

Prescribed Legislation means awards or industrial agreements made pursuant to any legislation applicable to a supplier or **Subcontractor:**

(a) Building and Construction Industry Improvement Act 2005 (Cwlth);
(b) Equal Opportunity for Women in the Workplace Act 1999 (Cwlth);
(c) Fair Work Act 2009 (Cwlth);
(d) Long Service Leave (Portable Schemes) Act 2009 (ACT);
(e) Long Service Leave Act 1976 (ACT);
(f) Paid Parental Leave Act 2010 (Cwlth);
(g) Payroll Tax Act 2011 (ACT);
(h) Superannuation Guarantee (Administration) Act 1992 (Cwlth);
(i) Work Health and Safety Act 2011 (ACT);
(j) Workers Compensation Act 1951(ACT);
(k) any Regulations made under the above Acts;
(l) any laws of the Commonwealth or the Australian Capital Territory which vary or replace the above Acts or Regulations, or any part of them; and
(m) any other Acts or Regulations of the Commonwealth or the Australian Capital Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations.

Subcontractor means an entity that is contracted by the **Tendering Entity** to provide services or works in connection with a **Contract** between the Territory and the **Tendering Entity.**

Name of the Tendering Entity in relation to which I make this Declaration:

ACN / ABN of the Tendering Entity:

If a company, include ACN, and if a partnership or sole proprietor, include the full names of individual members and ABN.

1. The following industrial instrument (award or agreement) made pursuant to any **Prescribed Legislation** specifically applies to the **Employees** and **Subcontractors** of the **Tendering Entity** and is binding on it.

2. The **Tendering Entity** has in the preceding 24 months of the date of this Declaration complied with all **Prescribed Legislation.**

YES	**NO**

3. The **Tendering Entity** has in the preceding 24 months of the date of this Declaration recognised the rights of **Employees** and **Subcontractors** to union membership and representation.

YES	**NO**

4. The **Tendering Entity** has in the preceding 24 months of the date of this Declaration complied with any amendments to wages and conditions of employment for their **Employees** and **Sub-contractors** as decided by any authorised industrial or wage-setting agency.

YES	**NO**

5. In the preceding 24 months of the date of this Declaration there have been either:

(a) no findings against the **Tendering Entity**, or a proposed **Subcontractor**, by a court, tribunal, commission or board of a breach of any **Prescribed Legislation**, including a finding of a breach in a non-confidential consent order;

OR

(b) the following findings against the **Tendering Entity**, or a proposed **Subcontractor**, by a court, tribunal, commission or board of a breach of any **Prescribed Legislation**, including a finding of a breach in a non-confidential consent order [provide **Full Details**].

6. In the preceding 24 months of the date of this Declaration there have been either:

(a) no convictions under the **Prescribed Legislation** against the **Tendering Entity** or a proposed **Subcontractor**;

OR

(b) the following convictions under the **Prescribed Legislation** against the **Tendering Entity** or a proposed **Subcontractor** [provide **Full Details**].

7. There are currently no proceedings or prosecutions against the **Tendering Entity** or a proposed **Subcontractor** in respect of a breach of any **Prescribed Legislation** OR the following proceedings and prosecutions are currently brought against the **Tendering Entity** or a proposed **Subcontractor** [provide **Full Details**].

8. The **Tendering Entity** has not been required to implement any remedial measures to ensure future compliance with the **Prescribed Legislation** OR the **Tendering Entity** has implemented the following remedial measures to ensure future compliance with **Prescribed Legislation**.

ANNEXURE A

STATEMENT OF REQUIREMENTS
SOUND AND LIGHTING

1.1 Objective

The Territory is seeking to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality sound and lighting services to the National Multicultural Festival (Festival).

1.2 Event Sites

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

1.3 Festival Dates

The Festival Event Manager or their nominated delegate will advise the successful Contractor of the Bump In and Bump Out dates and Festival Dates no later than August prior to each year of the Festival.

1.4 Bump In

1.4.1. Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

1.4.2. Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

1.4.3. Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

1.4.4. To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

1.5 Bump Out

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

1.6 Scope

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within one (1) hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

1.7 Specifications

1.7.1. The successful Contractor will be required to:

(a) supply, install and remove all appropriate sound and lighting equipment for the four (4) stages and one (1) platform including all fixtures, control systems, racks, cabling, accessories and consumables as outlined in the List of Equipment for Sound and Lighting;

(b) ensure that all cables utilised are safety tagged and data certified;

(c) supply all the necessary lifting equipment on site with a certified operators;

(d) ensure the sound check is completed by 12:00 noon on Day one (1) of the Festival; and

(e) supply and install one (1) easy setup gazebo to be used as a sound booth for the platform.

1.7.2. The Festival Event Manager or their nominated delegate will:

(a) provide a 3m x3m sound booth marquee for each Akuna Street and Petrie Plaza stages; and

(b) provide a 6m x 3m sound booth marquee for Garema Place stage.

1.8 No Assignment or Subcontracting

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.9 Security

Dedicated security will be provided by OMATSIA to every stage when Contractor staffs are not present on that stage. The security guard will not leave the stage at any time during their shift unless replaced by another guard at that time. All stages will have an individual guard.

1.10 Additional Reading

National Multicultural Festival Website: ttp://www.multiculturalFestival.com.au

Community Services Directorate Website: www.dhcs.act.gov.au

1.11 List of Equipment - Sound and Lighting

Garema Place Stage

FOH Audio and Control

1 Midas Heritage 2000 42 Mono 6 Stereo with desk roller
1 PA System Control Rack (Klark Teknik DN500 FOH Comp, Klark Teknik DN360 FOH EQ)
1 Insert Rack with the following:
1 1RU Rack Light
10-2 Ch Drawmer DL241 Compressor/Gate (20ch Insert Comp)
5-2ch Drawmer DS201 Gate (10ch Insert Gate)
2 DBX 160A single ch Insert Comp
1 Klark Teknik Helix 2ch Master Digital Eq System
1 Klark Teknik Helix 4ch Slave Digital Eq System
1 –Denon Dual CD Player
1-TC Electronics M3000 Reverb Unit
1 SPX990 Reverb Unit
1 –TC Electronics MoneXL Multi FX Unit
1 TC Electronics – Dtwo Delay Unit
6 3-Way Point Source Short Throw Concert Speaker
4 Double 18 Concert Subwoofer
1 Drive Rack
8 Power Amplifier
4 Power Amplifier
2 Dolby Lake Processor
System must have ipod connectivity

Monitor Control

1 –Digidesign Profile 48ch Digital Mixing System
4 -Square One Stereo 31 band Graphic EQ
1 Monitor Drive Rack
8 - Power Amplifiers

Floor Wedges

10 -Single 15 + Horn Active Wedge

Listen Wedges

2 -Single 15 + Horn Active Wedge

Drum Fill

2- Active Single 15 + Horn
2 –Single 18 front loaded sub
1 x Rolling Riser 2.4m x 2.4m

Mics, DI's. Leads, DJ Equipment etc

1 Rack of 2 Shure UHF-R Receivers + aerials
4 Shure UR1 Hand Held Transmitters 2 Shure UR1 Beltpack Transmitters with Dynamic Headset Mic
1 x Band Mic Kit (10 x Vox Mic, 16 x Inst Mic, Drum Mic Set, 10 x DI)
1 240v Stage Power System
16 Mic Stand Boom Short
16 Mic Stand Boom Tall
1 Signal Power Packer (All cabling required for system)
1 Stage Fold-back Packer
1 Speaker Leads Packer
Multicore System
48ch to FOH 16Ret
Core to be flown from stage to FOH
6 x Multipin Drop Boxes
4 x Additional Multipin Boxes without cable

Lighting Fixtures and Control

1 Grand MA Lighting Controller
1 UPS Power Supply/Conditioner
1 Ethernet loom
8 1200w Moving Head Spot
8- LED Moving Head Wash
8 200w Beam Lights
6 -25 Way Matrix Blinders
4 -3000w Strobes
6 x 1000w Fresnel (Front Wash)
2-12 x 2.4k Channel Dimmer
2 Power Distro with Volt and Amp Metres
24 Par 64 Cans

Cabling, Rigging, etc

12, headers/tails
1 Cables Packer
6 2.25m Truss uprights 2 x 6.5m Pipe (FOH Lighting)

Power, Distribution

1-3 Phase Packer
2-3Phase breakout to 9 GPOs on 3 phases

Petrie Plaza Stage

FOH Audio and Control

1 Digidesign Profile Mixing Console (require up to 32ch)
1 Profile Mix Rack
12 Compact Line Array Speaker
1 Drive Rack

Floor Wedges

6 Single 15 + Horn Wedge

Drum Fill

1 Single 15 + Horn Speaker
1 Subwoofer

Stage Equipment

1 Band Microphone Kit
(6 x Vox Mic, 12 x Inst Mic, Drum Mic Set, 10 x DI)

Audio Cabling

1 Signal Power Packer
1 32 Channel, 6 Returns 45m
1 Stage Fold-back Packer
1 XLE system NL8 packer

Lighting Fixtures and Control

1 Lighting Console
24 Par 64 Cans
4 Moving Lights
6 4 Way Blinders

Ainslie Place Stage

FOH Audio and Control

1 –Midas Mixing Console 40 Mono & 8 Stereo Ch
1 FX Rack
1 Rack Light
1 2 Ch EQ
1 Ch Compressor
2 Reverb Unit
1 Lexicon Reverb Unit
1 TC Electronic multitap rhythm delay
2 8Ch Insert Comp/Gate (16 x Insert Comp/Gate)
1 8Ch Ins Gate (2 x 4way or 4 x 2-way units)
1 Dual CD Player
6 Line Array Speaker
6 Concert Subwoofer

1 Drive Rack
7 Power Amplifier
1 3 Phase Rack Mount Distro
1 Patch Bay
1 System Processor w/ FIR Filters

Floor Wedges

6 -15 + Horn Wedge

Drum Fill

1 15 + Horn Speaker
1 Single 18 Subwoofer

Stage Equipment, Audio Cabling

1 Band Microphone Kit (6 x Vox Mic, 12 x Inst Mic, Drum Mic Set, 10 x DI)
1 Signal Power Packer
1-24 Ch, 6 Ret, with Split 30m
1-Stage Fold-back Packer

Lighting Control and Fixtures

1 GrandMA2 Lighting Controller
4 Mac 250 Entoures
24 Par 64 Cans
6 2 Way Blinders
2 12 x 2.4k Channel Dimmer

Lighting Cabling, Rigging

8, headers/tails
6 3metre truss (Rear truss hung from stands, front truss hung from structure)
4 Winch-Up Stands (Rear Lighting)
2 Truss Adapter to Winch Up

Peitre Plaza Platform

FOH Audio and Control

1 Roland M400 Digital Mixing System
1-Mixer console
1 Large REAC box
1 Small REAC box
2 Ethernet Drums
4-12 + Horn Self Powered Speaker 2 Double 18 Subwoofer

Fold-back and Stage Equipment

4 -12 + Horn Self Powered Speaker
1 Band Microphone Kit (6 x Vox Mic, 6 x Inst Mic, Drum Mic Set, 6 x DI)
1 Signal Power Packer

Lighting Equipment

1 -4Ch with Dimmers LX Desk
16 –Par 64 Cans
2 Lighting Tree

Garema Place Platform

FOH Audio and Control

1 Roland M400 Digital Mixing System
1-Mixer console
1 Large REAC box
1 Small REAC box
2 Ethernet Drums
4-12 + Horn Self Powered Speaker 2 Double 18 Subwoofer

Fold-back and Stage Equipment

4 -12 + Horn Self Powered Speaker
1 Band Microphone Kit (6 x Vox Mic, 6 x Inst Mic, Drum Mic Set, 6 x DI)
1 Signal Power Packer

Lighting Equipment

1 -4Ch with Dimmers LX Desk
16 –Par 64 Cans
2 Lighting Tree

Backline – To be based at Garema Stage

Drums, Percussion

1 Pear Masters Custom drum Kit

Bass

1 –ampeg bass amplifier head
1- 8 x 10 Bass Cabinet

Guitars

1 Fender Twin Guitar Amp

Keys

1 Roland RD 700 Piano w/ pedal and Stool

DJ Gear

2 -1210 Turntables
DJ Turntables.
2 Pioneer CDJ1000 CD Player
1 Pioneer DJM800 DJ Mixer

Media Call

FOH Audio and Control

1 24 Mono 4 Stereo)
1 Effects Rack
6 Stereo Comp/Gate
1 Stereo Digital Graphic Eq
1 CD Player
2 Reverb Unit
2 Loudspeakers
2 Subwoofer

Foldback and Stage Equipment

4-15 + Horn Wedge
1 Lectum with mic and light connectors
1 Power Amplifiers
1 Stage Fold-back Packer
1 Band Microphone Kit
1 Signal Power Packer
1 -24 Channel, 4 Returns 40m

Civic Square Stage

FOH Audio and Control

1 -40 Mono 8 Stereo
1 Effects Rack
1 Rack Light
1 2 Ch EQ
1 Ch Compressor
2 Reverb Unit
1 Reverb Unit
1 Electronic Two multitap rhythm delay
2 8Ch Comp/Gate
1 8Ch ins Gate
1 Dual CD Player
6 Line Array Speaker
6 Concert Subwoofer
1 Drive Rack
7 Power Amplifier
1 3 Phase Rack Mount Distro
1 Patch Bay
1 System Processor w/ FIR Filters

ANNEXURE B

STATEMENT OF REQUIREMENTS
GENERATORS AND ELECTRICAL SERVICES

1.1 Objective

The Territory is seeking to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival (Festival).

1.2 Event Sites

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

1.3 Bump In

1.3.1. Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

1.3.2. Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

1.3.3. Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

1.3.4. To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

1.4 Bump Out

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

1.5 Scope

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within one (1) hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

1.6 Specifications

The successful Contractor is to:

(a) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting;

(b) include fuel and diesel charges as part of their tendered price;

(c) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;

(d) ensure that all cables utilised are safety tagged and data certified;

(e) supply all the necessary lifting equipment on site with a certified operators;

(f) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and

(g) ongoing technical support throughout the Festival.

1.7 No Assignment or Subcontracting

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.8 Security

The successful Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.9 Additional Reading

National Multicultural Festival Website

http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

1.10 List of Equipment - Generator and Electrical Services

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	Outlets
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.
- 5 x 3 phase power lock cable sets

Power Lock Cable Length
5m
10m
20m
30m
50m

Currently allow for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches.
- 35 x 32 amp 30m leads.
- 150 x 5 channel cable covers.

ANNEXURE C

STATEMENT OF REQUIREMENT
PORTABLE TOILETS, OPERATION ROOM AND PARENT ROOM

1.1 Objective

The Territory is seeking to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality Portable Toilets, an Operation room and a Parent room to the National Multicultural Festival (Festival).

1.2 Event Sites

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

1.3 Bump In

1.3.1. Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

1.3.2. Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

1.3.3. Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

1.3.4. To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

1.4 Bump Out

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

1.5 Scope

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within one (1) hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

1.6 Specifications

The successful Contractor will be required to:

(a) supply, install and remove 10 Female, 10 Male and 2 Disabled toilets for the Festival which includes all fixtures, accessories and consumables;

(b) liaise with the Festival Event Manager regarding the location of toilet units ,parent and operation rooms;

(c) supply appropriately trained personnel to install, maintain and operate toilets and wash rooms during the Festival (according to the agreed schedule);

(d) supply 20 suitable Kros Urinals with appropriate 2.1 meter fencing around it;

(e) supply 20 portable female and five (5) portable Male Fresh Flash toilets, which are individual stand free units;

(f) supply of all safety equipment required to complete the task or more frequently as required;

(g) supply personnel during the Festival opening hours, to check and, suitably maintain and if necessary, empty toilets, receptacles and bins and clean toilets, hand basins and floors throughout the Festival sites;

(h) review on a regular basis and supply toilet paper and paper hand towels as required throughout the Festival;

(i) remove and appropriately dispose of all waste in accordance with the agreed program schedule, the *Waste Minimisation Act 2001* and *Hazardous Waste Regulations Act 1989*;

(j) cover all transport costs associated with equipment and crew to and from the Festival venues;

(k) provide on-going support for the duration of the Festival;

(l) remove daily both general and sanitary collected waste;

(m) empty and clean all toilet and wash basin bins and receptacles daily;

(n) provide one (1) air-conditioned- 6m x 3m parent room throughout the Festival with 20 chairs two (2) tables;

(o) provide one (1) air-conditioned- 6m x 3m Operational room throughout the Festival with 20 chairs two (2) tables;

(p) provide two (2) change tables for the Parent Room with a Microwave oven;

(q) provide four (4) disabled fresh flash toilet units;

(r) provide appropriate signage across the footprint for Male, Female, Kros Urinal and Disabled toilets;

(s) provide one (1) 3m x 6m air-conditioned Operation Room to be located in a central area of the footprint;

(t) provide additional services outside of agreed schedule if required; and

(u) remove all toilet and wash basin bins and receptacles during Bump Out of the Festival;

1.7 No Assignment or Subcontracting

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.8 Security

The successful Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.9 Additional Reading

National Multicultural Festival Website

http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

1.10 List of Equipment and Event Sites

Location 1: **Ten Single Toilets & One Disabled unit**
Services to be completed on site at the following times:
1st Day of Festival - approx 9pm
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Location 2 **Ten Single Toilets, One Disabled & One Wash / Sink Stand**
Services to be completed on site at the following times:
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Location 3 **Ten Single Toilets, One Disabled & and One Wash / Sink Stand**
Services to be completed on site at the following times:
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Kros Urinal: (Locations will be discussed no later than 10 working days prior to the Festival) **20 Single units across the footprint**
Services to be completed on site at the following times:
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

One 3X6 Air Conditioned Operational Room including required chairs and tables.
One 3X6 Air Conditioned Parent Room including specifications.

ANNEXURE D

STATEMENT OF REQUIREMENT
SECURITY SERVICES

1.1 Objective

The Territory is seeking to engage a suitably experienced Contractor (known as the successful Contractor) to provide Security Services to the National Multicultural Festival (Festival).

1.2 Event Sites

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Civic Square and London Circuit.

1.3 Bump In

1.3.1. Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

1.3.2. Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

1.3.3. Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

1.3.4. To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

1.4 Bump Out

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

1.5 Scope

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as

a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact; .

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

1.6 Specifications

The successful Contractor will be required to:

(a) provide fully briefed Security personnel for each Festival event with information provided by the Festival Event Manager or their nominated delegate;

(b) ensure security personnel carry communication equipment in order to call for support/backup including Police, Ambulance and Fire Brigade;

(c) ensure that security personnel are aware of and comply with the current procedures in accordance with the *Security Industry ACT 2003* and *Security Industry Regulation 2003*;

(d) provide services throughout the duration of the Festival and where requested during Bump In and Bump Out in accordance with agreed schedules; including

(i) the provision of security services on the setup date and opening program of the Festival and dates to be advised;

(ii) provide security services for overnight events and structure protection;

(e) provide personal protections during high demand and VIP shows as requested;

(f) ensure all guards hold a current employee licence;

(g) ensure that if any personnel are required to guard with a firearm, the person must hold an appropriate ACT firearms licence;

(h) ensure all personnel are fully qualified for the role and responsibilities they are undertaking;

(i) have back up staff in place to cover staff breaks; and

(j) have an experienced supervisor to oversee the guards performance and punctuality.

1.7 No Assignment or Subcontracting

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.8 Security

The successful Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.9 Additional Reading

National Multicultural Festival Website

http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

1.10 Security Services Schedule

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Bump In – Festival Setup Period					
Monday - 4 days before Festival commences	8pm – 8am	1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Tuesday - 3 days before Festival commences		1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Wednesday - 2 days before Festival commences		1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Thursday - 1 day before Festival commences		2	24	Overnight Event/Structures protection	Total Festival Footprint 2 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Friday – Day 1 of Festival					
Bump In – Festival Setup Period	8am - 4pm	2	16	Roving - Crowd Control	Festival Footprint 2 x Roving
Festival Begins – Opening Program 5pm to Midnight **Event Shutdown 12.00am – 1am**	4pm-1am	4	36	Footprint Set up : [identify unauthorised vehicles] 4pm to 5pm Monitor Event: Crowd Control, Responsible Serving of Alcohol etc. Event Shutdown 12.00am – 1am	Garema Stage - 1 x Static Festival Footprint - 3 x Roving
		1	9	Entrance & Room Control	Performers Change Room

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Friday Night/Saturday Morning					
Overnight	8pm- Friday to 8am Saturday	4	48	Overnight Event/Structures protection	Petrie Plaza Stage 1 x Static City Walk South Stage 1 x Static Ainslie Place Stage 1 x Static Festival Footprint 1 x Roving
	4pm- Friday to 8am Saturday	2	16	Overnight Event/Structures protection	Garema Stage 1x Static

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Saturday – 2nd Day of Festival					
Festival Day Program 11 am to 6pm	10am - 6pm	6	48	Footprint Set up: [identify unauthorised vehicles] 10am to 11am Monitor Event: Crowd Control, Responsible Serving of Alcohol etc	Garema Place 1 x Static Petrie Plaza Stage 1 x Static City Walk South Stage 1 x Static Ainslie Place Stage 1 x Static

					Festival Footprint 2 x Roving
		1	8	Change Room Entrance & Room Control	Performers Change Room

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Saturday Night – 2nd Day of Festival					
Night Program 6pm – Midnight **Event shutdown Midnight – 1am**	6pm-1am	6	42	Monitor Event: Crowd Control, Responsible Serving of Alcohol etc.	Garema Place 1 x Static Petrie Plaza Stage 1 x Static City Walk South Stage 1 x Static Ainslie Place Stage 1 x Static Festival Footprint 4 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Saturday Night/Sunday Morning					
Overnight	1am-8am	5	35	Overnight Event/Structures protection	Garema Stage 1 x Static Petrie Stage 1 x Static City Walk South 1 x Static Ainslie Place Stage 1 x Static Festival Footprint 1 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Sunday Morning – 3rd Day of Festival					
Festival Day Program 11 am to 5pm **Event Shutdown 5pm – 6pm**	10am -6pm	6	48	Footprint Set up: [remove unauthorised vehicles] 10am to 11am Monitor Event: Crowd Control, Responsible Serving of Alcohol etc	Garema Place 1 x Static Petrie Plaza Stage 1 x Static City Walk South 1 x Static Ainslie Place Stage 1 x Static Festival

					Footprint 2 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Sunday Night/Monday Morning					
Overnight	6pm-8am	3	42	Overnight Event/Structures protection	Festival Footprint 3 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Bump Out – Festival Packup Period					
Monday - 1 day after Festival closes	8pm – 8am Nightly	1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Tuesday - 2 days after Festival closes		1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Wednesday - 3 days after Festival closes		1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Thursday - 4 days after Festival closes		1	12	Overnight Event/Structures protection	Total Festival Footprint 1x Roving

Civic Square stage					
Day	**Shift Time**	**Number of Guards**	**Total Hours Required**	**Security Function**	**Location**
Thursday - 1 Day before Festival commences	11pm – 8am Nightly	1	9	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Friday – Day 1 of Festival.		1	9	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Saturday - Day 2 of Festival		1	9	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving

OTHER SERVICES

A Senior Guide or Manager will be required to attend:

- Risk and Emergency Planning Sessions
- Attend Site inspection, Bump In and Command Centre Induction Sessions.

ANNEXURE E

STATEMENT OF REQUIREMENT
WASTE MANAGEMENT SERVICES

1.1 Objective

The Territory is seeking to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality Waste Management Services to the National Multicultural Festival (Festival).

1.2 Event Sites

The Event Sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place Civic Square and London Circuit.

1.3 Bump In

1.3.1. Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

1.3.2. Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

1.3.3. Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

1.3.4. To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

1.4 Bump Out

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

1.5 Scope

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as

a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within one (1) hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

1.6 Specifications

1.6.1. The successful Contractor is to:

(a) provide, maintain and place bulk waste storage facilities (skip bins) for use during pre-event Bump In, the Festival and post event Bump Out. The quantity to be discussed and agreed in writing between the successful Contractor and the Festival Event Manager or their nominated delegate;

(b) provide, maintain and place suitable 240 litre two-bin system for recycling and general garbage throughout the Festival sites;

(c) report total tonnage for both recyclables and other waste disposed of from the Festival and include copies of dockets issued at waste and recycling facilities;

(d) provide, maintain and place suitable receptacles for the storage and disposal of commingled recyclables, cardboard and waste to landfill;

(e) provide, maintain and place large storage bins for wet waste including floral foam and plant material;

(f) supply sufficient, suitable, high quality bin liners to service all of the relevant bins (black /green for waste to landfill and clear for recycling.);

(g) supply personnel to place all bins in designated locations, remove bins to kerb ready for collection and return bins to designated locations after collection waste in accordance with the agreed program schedule;

(h) supply personnel during Festival hours to check and, if necessary, empty bins and replace liners throughout the event site;

(i) ensure provision for the Festival Event Manager or their nominated delegate to request an additional truck and human resources to assist where/when necessary;

(j) remove and appropriate disposal of all waste in accordance with the agreed program schedule;

(k) provide a copy of all waste tipping dockets (receipts/invoices) to the Festival Event Manager or their nominated delegate no later than 15 working days after the Festival;

(l) outline and implement an appropriate strategy and allocate specific areas on the foot print for oil waste collections. A large amount of oil is collected during the Festival and stall holders need central locations within the footprint for the collection of oil waste. The Successful Contractor should provide this strategy to the Festival Event Manager or their nominated delegate seven (7) days prior to Bump-In;

(m) take responsibility for overnight security of all equipment;

(n) be mindful of area of influence (associated with entrance and exit points of the footprint and making sure waste collection services is implemented in those areas);

(o) make sure all the marquees are cleaned prior to new stall holders Bump in each day of the Festival no later than 5:00 am in the morning. This is only applicable where a change of stall-holder has occurred overnight. Bump-in for new stall holders is 6.00am. The numbers vary each year. As an indication only, 30- 40 stalls may need cleaning overnight on completion of Day 1 of the Festival and overnight on completion of Day 2 of the Festival 100 – 120 stalls may need cleaning. Seven days prior to the Bump In final numbers will be provided;

(p) provide additional services and ongoing site checks especially during the peak period, which is usually Day 2 of the Festival between 5:00pm to 11:00 pm;

(q) ensure that all personnel undertaking services throughout the Festival be equipped with the appropriate tools, equipment and protective gear to undertake assigned tasks;

(r) Bump out no later than 5:00 am Monday the day after the Festival;

(s) participate in the pre cleaning inspection sessions as requested by the Festival Event Manager or their nominated delegate; and

(t) making sure all the waste management compounds are safely structured and liaise with emergency services and traffic controllers on regular bases and as required during the Festival.

1.6.2. The Festival Event Manager or their nominated delegate will:

(a) supply a 3m x 3m stall for each 10 marquees as a central waste collection area for the stall holders (each stall will contains two (2) general bins and three (3) recycling bins provided by the waste management contractor); and

(b) provide a list of all the stall holders commencements dates no later than seven (7) working days prior to the event.

1.7 No Assignment or Subcontracting

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.8 Security

The successful Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

1.9 Social Procurement

1.9.1. The ACT Government uses social procurement to generate positive social outcomes in addition to the efficient delivery of goods and services. Social procurement helps to build stronger communities by generating employment opportunities and promoting social inclusion to bring positive improvements to people's lives.

1.9.2. This can be done in a number of ways: head contractors may directly engage people from groups experiencing disadvantage such as:

(a) employment of people from disadvantaged groups (people with mental illness or disabilities);

(b) employment of people from a minority group (refugees, migrants and/ or Aboriginals or Torres Strait Islander backgrounds);

(c) employment of people who have been unemployed long term;

(d) people from culturally and linguistically diverse backgrounds; and

(e) a description of any other social outcomes not already detailed.

1.9.3. Responses will be assessed on the social benefit outcomes they will support in addition to the primary deliverables outlined in the Request for Quotation. This criteria will be evaluated in terms of the Respondents ability to provide the Territory with the best social outcomes

1.10 Additional Reading

National Multicultural Festival Website

http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

1.11 Waste Management Services

Type of Bin	Qty	Bin Delivery Date	Delivery Location
General 240lt wheelie bins	150	To be advised	Across Site (Front Of House)
Recycle 240lt wheelie bins	150	To be advised	Across Site (Front Of House)
1100L Roll top skip bins	80 (approx)	To be advised	In specified waste Marquees (Back Of House)
Skip 1 - large	1 or 2	To be advised	Waste Compound 1
Skip 2 - large	1 or 2	To be advised	Waste Compound 2
Clean all marquees and the general area in and around Garema Place from Midnight.		1st Day of Festival	
Clean all marquees and the general area in and around Garema Place, City Walk, Petrie Plaza North and South, Akuna St and Ainslie Ave from Midnight.		2nd Day of Festival	
Clean all marquees and the general area in and around Garema Place, City Walk, Petrie Plaza North and South, Akuna St from 5pm		3rd Day of Festival	
Provision of the appropriate garbage bags/bin liners to service all of the above to be supplied by Contractor.			

ANNEXURE F

STATEMENT OF REQUIREMENT
TRAFFIC MANAGEMENT SERVICES

1.1 Objective

The Territory is seeking to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality Traffic Management Services to the National Multicultural Festival (Festival).

1.2 Event Sites

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Civic Square and London Circuit.

1.3 Bump In

1.3.1. Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

1.3.2. Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

1.3.3. Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

1.3.4. To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

1.4 Bump Out

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

1.5 Scope

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within one (1) hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

1.6 Specifications

The successful Contractor is to:

(a) supply trained and licensed personnel to manage traffic control during the Festival. This includes securing road closures using barriers, directing vehicles to minimise traffic disruption and, if required, the daily placement and removal of traffic diversion cones in all areas;

(b) managing the traffic lights conditions/appearance during the road closure periods;

(c) liaise with Road ACT prior to the Festival;

(d) inform the ACT residents of all traffic condition changes via local media no later than 10 days prior to the Festival;

(e) provide and erect electronic signage seven (7) days before the Festival on all major arterials around the Civic area;

(f) provide a written letter to all the business and residence in the affected areas informing them of the temporary changes of traffic conditions;

(g) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises;

(h) supply sufficient and experienced personnel with high level of customer service skills during the Festival;

(i) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(j) allow the Territory to request additional human resources to assist where necessary;

(k) meet with the Festival Event Manager or their delegate prior to the commencement of Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager or their delegate;

(l) provide a Project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(m) provide the Festival Event Manager or their nominated delegate at least two (2) after- hours point of contacts;

(n) from time to time consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;

(o) act in good faith to maintain standards of customer service and comply will all relevant health and safety Traffic management practices and legislation;

(p) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;

(q) have an internal Radio communication system in place which is to be available to the traffic controllers while they are on duty;

(r) an approved traffic management map by road ACT including all the signage requirements will be provided by the Festival Event Manger no later than 60 Working days prior to the event;

(s) to communicate with the Festival Event Manager or their nominated delegate through the Territory's internal communication radio;

(t) provide three (3) Variable Message Signs (VMS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate two (2) weeks before the Bump In date; and

(u) provide 10 Road Advisory signs (RAS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate one (1) week before the Bump In date.

1.7 No Assignment or Subcontracting

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.8 Security

The successful Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

1.9 Additional Reading

National Multicultural Festival Website

http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

1.10 Road Closure Plan for 2014 National Multicultural Festival

Interchanges (7th to 9th February 2014)

Location:
London CCT–Between Akuna Street and Northbourne Avenue
Time and Date
From 10:00 am Friday 7th of February to 8:00 pm Sunday the 9th February.
Traffic Management Plan:
2 Traffic Marshalls and including road barriers. (Northbourne Interchange) 1 Traffic Marshalls and including road barriers (Akuna Interchange)

Location:
London CCT–East Row
Time and Date the changes will occur:
From 3:00 pm Saturday the 8th February to 6:00 pm.
Traffic Management Plan:
1 Traffic Marshalls and including road barriers

Location:
London CCT–Ainslie Place
Time and Date the changes will occur:
From 6:00 am Friday the 7th February to 8:00 pm Sunday 9th February
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
London CCT–Legislative Assembly car park (short Stay)
Time and Date the changes will occur:
From 5:30 pm Friday the 7th February to 5:00 pm Sunday the 9th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Akuna Street Riverside Lane (Behind Eclipse House)
Time and Date the changes will occur:
From 5:30 pm Friday 7th February to 5:00 pm Sunday 9th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Alinga Street-(From East Row down towards Garema Place)
Time and Date the changes will occur:
From 4:00 pm Friday 7th February to 5:00 pm Sunday 9th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Entrances to Foot Print from Bunda Street to : • Petrie Plaza; and • Garema Place
Time and Date the changes will occur:
From 12:00 noon Friday 7th February to Sunday 9th February 5:00 pm.
Traffic Management Plan:
Barriers will be in place with appropriate signage and 1 Traffic Marshall required for each entrance point during the closing period.

Car Parks and Lanes

Location:
London Cct to North Building Car park- (Canberra Museum and Gallery)
Time and Date the changes will occur:
From 5:00 am Friday 7th February to 5:00 pm Sunday 9th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Tocumwal Lane (Bunda Street & Petrie Plaza)
Time and Date the changes will occur:
From 6:00 am Friday 7th February to 8:00 pm Sunday 9th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Riverside Lane (Ainslie Place)
Traffic Condition:
Only Emergency Services residents of Ainslie Place apartments will have access to the area to use the underground car parking.
Time and Date the changes will occur:
Friday 7th February from 6:00 am to Sunday 9th February 8:00 pm.
Traffic Management Plan:
Traffic Marshall will be on site at the entrance of Ainslie Place.

ANNEXURE G

STATEMENT OF REQUIREMENTS
PROVISION OF MARQUEES AND CHANGE ROOMS

1.1 Objective

The Territory is seeking to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply, delivery and installation of high quality Marquees and Change Rooms to the National Multicultural Festival (Festival).

1.2 Event Sites

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

1.3 Bump In

1.3.1. Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

1.3.2. Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

1.3.3. Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

1.3.4. To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

1.4 Bump Out

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

1.5 Scope

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within one (1) hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

1.6 Specifications

The successful Contractor is to:

(a) supply up to 350 marquees during the event including sound booths, with a preference for marquees to be colourful to reflect the nature of the Festival;

(b) provide to the Festival Event Manager or their delegate, an independent engineers report certified that the various structures are correctly erected safe upon completion of the installation and prior to usage;

(c) supply sufficient, suitable personnel with strong customer service skills during the Festival;

(d) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(e) allow the Festival Event Manager or their delegate to request additional human resources to assist where necessary;

(f) meet with the Festival Event Manager or their delegate prior to the commencement of the Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager and/or their delegate;

(g) provide a Project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their delegate;

(h) from time to time to consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;

(i) act in good faith to maintain standards of customer service and comply will all relevant Work Health and Safety (WH&S) practices and legislation;

(j) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;

(k) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises and allowing adequate

access to emergency services during Bump In and Bump Out period and throughout the event;

(l) supply all lifting and moving equipment;

(m) immediately remove all the unnecessary equipment and vehicles from the footprints;

(n) use appropriate signage that meet WH&S requirements during the Bump In and Bump Out period;

(o) establish and maintain fenced zones around groups of marquees as they are being constructed as this is a high volume public area of the city;

(p) ensure the construction erection method for the marquees should pose minimum disruption to city traders and take into account the safety of the public;

(q) effective communication strategy with all the stakeholders including businesses and residences in the footprint;

(r) provide a comprehensive Bump In and Bump Out plan to the Territory no later than 60 days before the events;

(s) repair or restore any damage/impact to surfaces or infrastructure (inclusive of underground services) that occur during the erection of the contracted structure to the original condition;

(t) provide one (1) 3m x 6m marquee to be used as sound booth in Garema Place;

(u) provide three (3) 3m x 3m marquees to be used as sound booths for other three (3) remaining stages;

(v) ensure all forklift operators hold current appropriate licensing;

(w) all staff working on footprint during Bump In & Bump Out must be aware of pedestrians in the area;

(x) ensure the final Bump Out day must be on or before 6:00 am on the date to be advised;

(y) work closely with all the stakeholders in particular on site electricians and sound and lighting providers;

(z) provide a 6m x 3m change room (partitioned for mail and female) for each five (5) stages in the agreed location with the Festival Event Manager or their nominated delegate;

(aa) provide a 6m x 3m marquee for emergency services in the agreed location with the Festival Event Manager or their nominated delegate;

(bb) ensure a safe and healthy site for the Festival, by complying with the HRIA Weighting Guide. It is a requirement of ACT Government that no pegs or bolts be inserted into the ground, the only form of securing a marquee is to use weights and base plates as outlined in the publication named "Hire and Rental Industry Association, Events Division, Temporary Structure and Marquee Weigh Guide" www.hireandrental.com.au ; and

(cc) attend planning meetings and the final event debrief session as required.

1.7 No Assignment or Subcontracting

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.8 Security

The successful Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

1.9 Additional Reading

National Multicultural Festival Website

http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

ATTACHMENT H

STATEMENT OF REQUIREMENT
STAGES AND PLATFORMS

1.1 Objective

The Territory is seeking to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply, delivery and installation of high quality Stages and Platforms to the National Multicultural Festival (Festival).

1.2 Event Sites

The Festival event sites incorporate Garema Place, Petrie Plaza, Ainslie Place, City Walk, Civic Square and London Circuit.

1.3 Bump In

1.3.1. Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

1.3.2. Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

1.3.3. Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

1.3.4. To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

1.4 Bump Out

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

1.5 Scope

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within one (1) hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

1.6 Specifications

The successful Contractor is to:

(a) supply five(5) stages and two (2) platforms with appropriate stage covers;

(b) provide to the Festival Event Manager or their delegate an independent engineers report certified that the various structures are correctly erected safe upon completion of the installation and prior to usage;

(c) supply sufficient, suitable personnel with strong customer service skills during the Festival;

(d) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(e) allow the Festival Event Manager or their delegate to request additional human resources to assist where necessary;

(f) meet with the Festival Event Manager or their delegate prior to the commencement of the Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager and/or their delegate;

(g) provide a Project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their delegate;

(h) from time to time to consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;

(i) act in good faith to maintain standards of customer service and comply will all relevant Work Health and Safety (WH&S) practices and legislation;

(j) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;

(k) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises and allowing adequate access to emergency services during Bump In and Bump Out period and throughout the Festival;

(l) supply all lifting and moving equipment;

(m) immediately remove all the unnecessary equipment and vehicles from the footprints;

(n) use appropriate signage that meet WH&S requirements during the Bump In and Bump Out period;

(o) establish and maintain fenced zones around the stages as they are being constructed as this is a high volume public area of the city;

(p) ensure the construction erection method for the stages should pose minimum disruption to city traders and take into account the safety of the public

(q) provide and implement an effective communication strategy with all the stakeholders including businesses and residences in the footprint;

(r) provide a comprehensive Bump In and Bump Out plan to the Territory no later than 60 days before the events;

(s) repair or restore any damage/impact to surfaces or infrastructure (inclusive of underground services) that occur during the erection of the contracted structure to original condition; and

(t) to attend planning meetings and the final event debrief session as required.

1.7 No assignment or subcontracting

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

1.8 Security

The successful Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

1.9 Additional Reading

National Multicultural Festival Website

http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

1.10 List of Stage Requirements and Site Information

Location	Stage Size	Bump In Date	Bump Out
Garema Place Stage	12 x 12 meter	Wednesday - 2 days before Festival commences	Monday - 1 day after Festival closes
Petrie & Bunda Stage	10 x 8 meter	Wednesday - 2 days before Festival commences	Monday - 1 day after Festival closes
City Walk South	10 x 8 meters	Thursday - 1 day before Festival commences	Monday - 1 day after Festival closes
Ainslie Place	10 x 8 meters	Thursday - 1 day before Festival commences	Sunday – From Festival Shutdown
Petrie & London Platform	6 x 4 meters	Friday Morning – Day of Festival from 8am. Festival Opens 4.00pm	Sunday – From Festival Shutdown – no earlier than 6pm
Garema Place Platform	6 x 4 meters	Friday Morning – Day of Festival from 8am. Festival Opens 4.00pm	Sunday – From Festival Shutdown – no earlier than 6pm
Civic Square Stage	10 x 8 meter	Tuesday - 3 days before Festival commences	Monday - 1 day after Festival closes

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854CM Ministers (Number if available)	Trim Number DBC-13/570

Ministerial/ Correspondence Tracker

Date Due to Minister's Office	Date Due to Director-General	Date Due to Organisational Governance	Date Due to Executive Director	Date Due to Director
N//A	N/A	N/A	01/07/2013	28/06/2013

Subject: Execution of 2014-2016 National Multicultural Festival Procurement Plan Minute

WHAT IS REQUIRED

☐ Correspondence ☐ Meeting Brief ☒ ~~Brief~~ ☐ Question on Notice

☐ Media/ Function ☐ Dot points ☐ Other Letter Minute

SIGN OFF FOR RESPONSE

Director-General _____ Date _____

Deputy Director-General _____ Date _____

Organisational Governance _____ Date _____

Executive Director _____ Date 3/7/13

Senior Director _____ Date _____

Business Unit Name _____ _____

Senior Manager _____ Date _____

Action/Contact Officer _____ Telephone _____

CHECK LIST

☐ Original Documentation ☐ Reply ☐ Any attachments

☐ Speeches/Media Release/Media Alerts CLEARED by Media and Communications (allow 3working days)

☐ Department camera required (**book** through Outlook calendar at DHCS Media Camera)

☐ Department banner required (**book** through Outlook calendar at DHCS Media Banner)

☐ Material to be uploaded to DHCS Internet (**email** DHCS Webmaster - allow 3 working days)

Organisational Governance use only

☐ CM Function Brief Mailbox (CM Events only)

To be completed by Minister's Office

☐ Satisfactory ☐ Unsatisfactory

Comments:

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Whitten, Meredith

From: Whitten, Meredith
Sent: Wednesday, 3 July 2013 4:48 PM
To: Winter, Jancyé; Hubbard, Ian; Manikis, Nic
Subject: 2014-2016 National Multicultural Festival Procurement

Hi Nic and Jancye

Thank you for the brief DBC-13/570 on the 2014-2016 National Multicultural Festival 3 year procurement. I am happy to agree the minute if you would provide me with the following information:

- What is the rationale for the statement in the Strategic Procurement Plan minute that funding is approved for year 1 and year 2 with year 3 subject to funding?
- Can you confirm the budget is available for the three years?
- Could I receive a copy of the 2013 Budget reconciliation including the unexpected expenditure; and
- What is the indicative budget for each key requirement in the procurement.

fore the public tender is approved, I would like to see the budget for the 2014 Festival.

Meredith Whitten | Executive Director |
Phone 620 79031 | Fax 620 50343 | Mobile 0419 426 308 |
Policy and Organisational Services | Community Services Directorate | **ACT Government**
Level 4, 11 Moore Street CANBERRA ACT 2601 | GPO Box 158 Canberra ACT 2601 | www.act.gov.au |

Q's Nic
Answered
these questions

ACT Government
Community Services

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Date 28 June 2013

To
- Executive Director- Policy and Organisational Service
- Senior Director, Finance and Budget CSD 2/7/2013.

From Director Office of Multicultural Affairs 28/6

Subject Execution of 2014-2016 National Multicultural Festival Procurement plan Minute

Critical Date

- HIGH PRIORITY (Due within 5 business days)

Purpose

To seek your approval to an open tender process for the provision of goods and services for the 2014, 2015 and 2016 National Multicultural Festivals. The attached Procurement Plan proposes a procurement process for each service types by way of public tender.

Background/Issues

The funding for this procurement is $1. 68 million for the period of three (3) years.

The National Multicultural Festival (Festival) has been staged in Canberra since 1997 and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) within the Community Services Directorate (CSD).

The objective of the procurement plan is to procure a range of trade and artistic/ creative goods and services required to successfully stage the next three annual National Multicultural Festivals commencing 2014 through to 2016.

The services being sought through the public tender process are:

- Provision of Sound and Lighting;
- Provision of Generators and electrical services;
- Provision of Marquees, Tents, Stalls And Change Rooms ;
- Supply and install appropriate staging and platforms ;
- Security Services;
- Traffic Management Services;
- Portable Toilets; and
- Waste Management Services.

I note an additional cost for approximately one hundred and fifty (150) entertainers will be paid less than $20,000 each. The entertainers will be procured through a Letter of Agreement to which a scope of works is covered under the procurement plan.

Your approval for the procurement process is being sought under the Government Procurement Regulation 2007, Part 2, Section 4, Clause 9, *procurement of goods and services or works for $200,000 or more. Under this clause the Territory is required to seek at least three quotations from suppliers for the procurement of goods, services or works if the total estimated value of the procurement is $200,000 or more.*

The procurement planning for 2011-2013 Festivals was conducted on an annual basis. Contracts for services were negotiated over a three year period using a range of procurement processes for each of the service types by way of public and select tender processes. The strategic approach was to achieve a higher degree value for money outcome for the Territory. A strategic Procurement Plan and Tender process 12972.110 was approved for the Festival covering the years 2011, 2012 and 2013.

The proposed procurement plan for the next three years (2014, 2015 and 2016) is adopting a similar strategic approach for value for money for the Territory but with a more rigorous business approach to achieving the best outcome for the Territory but still providing the high standard festival to the Canberra Community has come to expect. The procurement process being proposed for each of the services types is public tender process.
A copy of the Strategic Procurement Plan, including the Risk Management Strategy and Evaluation Plan at Attachment A.

The business plan for future National Multicultural Festivals is based on best value for money for the Territory and at the same time, maximising on the contribution of the Commercial organisation stall fees, thus subsidising the participation of smaller Community organisation stalls.

The Festival celebrates the rich cultural diversity of the Australian Capital Territory by providing events to the people that positively showcases a diversity of cultural differences through music arts and food. It brings community connectedness and

enables all communities that are able to participate in the Canberra social life of the city. It is a high profile event that promotes and benefits the Territory through tourism and its involvement is a major multicultural event that is nationally and internationally recognised

Over the last two years, the festival has attracted a crowd of over two hundred and fifty thousand people. Due to this and to the large number of infrastructure fixtures and resources required to stage an event such as this, it is imperative and necessary for the funding aspect of the Festival to be appropriately targeted, and to compliment the whole gamut of the festival. Planning and preparation commences during the month of May each year right through to the following February when the actual event is staged. This work involves a high degree of Community relations through consultation and liaison with diplomatic missions, Canberra business and multicultural community stakeholders.

The lessons learned from the 2011-2013 Festivals have been incorporated into the development of the Procurement Plan to address issues experienced during past festivals and especially the 2013 festival. These improvements will pave the way for future Festivals to be planned based on advice from service providers, professionals and the Canberra community stakeholders. Following the 2013 Festival the Office of Multicultural, Affairs has held feedback meetings with service providers, contractors, businesses and community stakeholders. The lessons learned have been incorporated in to this Procurement Plan.

Media Issues

Nil

Consultation

ACT Procurement Solutions has agreed to the attached Procurement Plan and Contracts and Grants Unit has had extensive involvement drafting of the Procurement Plan with the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs.

Financial Implications

The Procurement Plan estimates a total of $1, 680,000 GST inclusive over a period of three (3) years. A range of procurement processes is proposed for each service type by way of public tender.

Consultation

ACT Procurement Solutions has agreed to the attached Procurement Plan and Contracts and Grants Unit has had extensive involvement drafting of the Procurement Plan with the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs.

Financial Implications

The Procurement Plan estimates a total of $1, 680,000 GST inclusive over a period of three (3) years. A range of procurement processes is proposed for each service type by way of public tender.

Nic Manikis
Director
Office of Multicultural, Aboriginal and Torres Strait Islander Affairs
Community Services Directorate
X50522

Recommendation

That you:
Agree to and sign the Strategic Procurement Plan at **Attachment A.**

AGREED / ~~NOT AGREED~~ / NOTED

Meredith Whitten
Executive Director
Policy and Organisational Services
Date: 8/7/13

ACT Government
Commerce and Works

Strategic Procurement Plan Minute

PROCUREMENT OVERVIEW	
To	Executive Director – Policy and Organisational Services CSD • Senior Director, Finance and Budget CSD
Name of Project	National Multicultural Festival (Festival) 2014-2016.
Purpose	To obtain the majority of the goods and services required for the 2014-2016 National Multicultural Festival (Festival).
Background	The National Multicultural Festival has been staged in Canberra for sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate (CSD). The National Multicultural Festival runs for a three (3) day period during February each year and consists of a number of different events at a variety of different locations throughout the Australian Capital Territory (ACT). Events include interstate and local parades, performances, exhibitions, and food concessions. The event showcases the ACTs cultural diversity. Due to the number of services and performances involved in successfully staging the National Multicultural Festival, preparations for the event occur many months in advance to schedule participants. For this process the OMATSIA liaises with Embassies and Multicultural stakeholders in the Territory to establish a diverse list of local and national cultural performances who are invited to appear at the National Multicultural Festival. The National Multicultural Festival is a high profile event that promotes and benefits the Territory through tourism and its involvement in a major multicultural event that is nationally and internationally recognised. The procurement planning for previous Festivals has been conducted on a year-by-year basis. A strategic approach for the upcoming three (3) year period has the potential to achieve a higher degree of value for money outcome for the Territory and the associated services.
Estimated value ($)	The combined total contract value for the three (3) year period will be capped to $1,680,000 (GST Inclusive).
Timing/urgency	Indicative timeframe: RFT advertised 06/07/2013 RFT Closes 30/07/2013 Approval of Tender Evaluation Report 23/08/2013 Contract Awarded 26/08/2013 Debrief Unsuccessful Tenderers 26/08/2013 (Note: timings are estimates and may change after the Procurement Plan is signed)

Tender Number	22416.110
Is Government Procurement Board sign off required?	No, the estimated value of this procurement is below the $5,000,000 threshold for goods and services procurement.
Is ACT Government Solicitor consultation required?	The Territory will use the template documents developed by the ACT Government Solicitor. If required, their services will be engaged for specific advice.

PROCUREMENT REQUIREMENTS	
Objective or scope of works or services to be provided	To engage the following services and where applicable, provision of goods: 1. Provision of Sound and Lighting; **(Attachment A)**; 2. Provision of Generators and electrical services; **(Attachment B)**; 3. Portable Toilets, Parent and operation rooms; **(Attachment C)**; 4. Security Services; **(Attachment D)**; 5. Waste Management Services; **(Attachment E)**; 6. Traffic Management Services; **(Attachment F)**; 7. Provision of Marquees And Change Rooms ; **(Attachment G)**; 8. Supply and install appropriate staging and platforms ; **(Attachment H)**; and 9. 150 entertainers will be selected for each year of the Festival through an online application system.
Type	Goods and Services
Funding	Funding is approved for year 1 and 2 through OMATSIA with year 3 subject to funding.
Site	The Festival Sites incorporate Garema Place, Petrie Plaza, Ainslie Place, Civic Square, London Circuit and City Walk.
Consultation (including pre tender)	OMATSIA has consulted with: • Contracts and Grants Unit; • Shared Services Procurement; and • key Government and Community stakeholders.

PROCUREMENT RISK	
Risk	The overall risk for the procurement is Moderate - High, refer to **Attachment I**

PROCUREMENT METHODOLOGY	
Description of the procurement method to be used	A Public Tender process will be undertaken for the following Services: 1. Provision of Sound and Lighting; 2. Provision of Generators and electrical services; 3. Provision of Marquees, and Change Rooms; 4. Supply and install appropriate staging and platforms; 5. Security Services; 6. Traffic Management Services;

	7. Portable Toilets; and 8. Waste Management Services. Approximately (150) entertainers being paid less than $20,000 will be procured through a Letter of Agreement.
Evaluation	See **Attachment J.**
Is this suitable to be a Social Procurement?	Yes. Some of the services identified may suit social procurement; however some specialised licensed Contractors will be required for other services. OMATSIA and the Contracts and Grants Unit have liaised with Shared Services Procurement to include appropriate wording for Social Procurement within the Statement of Requirements.

EVALUATION TEAM			
Name	1.Jancye Winter	2. Brent Fitzsimons	3. Damien Howe.
Position	Chair	Member	Member
Agency	CSD	CSD	CSD
Statement on team composition	The Evaluation Team comprises of appropriately skilled officers from CSD who are experienced in tender evaluation and are familiar with the Services required for this procurement. A representative from CSD Contracts and Grants Unit will facilitate this process and provide probity advice if required.		

CONTRACT MANAGEMENT	
Number of contracts	Eight (8)-Services Agreements Approximately (150) Entertainment Agreements.
Contract management	The Agreements will be managed by an OMATSIA's officer who is appropriately skilled to undertake the management of these Agreements and monitored by the Contracts and Grants Unit.
Period of contract(s)	A total of three (3) years comprising of a two (2) year initial contract period with an option for a further year subject to funding approval. 3 Month contact for entertainers (entertainers will be selected through an online application system)

AUSTRALIAN FREE TRADE AGREEMENTS (FTAs)	
Does the AUSFTA / Australia-Chile FTA apply?	Yes.

AUSTRALIAN GOVERNMENT FUNDING	
Is there Australian Government funding attached to the procurement?	No, funding is provided by CSD.

CONTRACTS AND GRANTS UNIT RECOMMENDATION			
Name	Caroline Hall	Phone Number	(02) 6205 4655
Position	Senior Manager Contracts and Grants Unit, Community Services Directorate		
Signature	Caroline Hall	Date	26/6/13

SHARED SERVICES PROCUREMENT RECOMMENDATION			
Project Officer	Emma Miranda	Signature and Date	EMiranda 26.6.13
		Phone Number	54969
Manager	Alf Moserinos	Signature and Date	26.6.13
Director / Executive Director	David Hall	Signature and Date	27/6/13

AGENCY ENDORSEMENT			
Name	Nic Manikis	Phone Number	6205 0522
Position	Director- Office of Multicultural, Aboriginal and Torres Strait Islander Affairs		
Signature		Date	28/6/13.

DIRECTOR GENERAL/DELEGATE APPROVAL			
Name	Meredith Whitten		
Position	Executive Director- Policy and Organisational Services		
Statement	The Procurement Plan Minute and attachments are approved. I am satisfied that the value for money assessment will be undertaken against approved assessment criteria with regards to the value for money principles.		
Signature	Meredith Whitten	Date	3/7/13

ATTACHMENT A –

STATEMENT OF REQUIREMENTS

SOUND AND LIGHTING

OBJECTIVE

The objective of this procurement is to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality sound and lighting services to the National Multicultural Festival (Festival).

BACKGROUND

The National Multicultural Festival has been staged in Canberra for the past sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

EVENT SITES

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

FESTIVAL DATES

The Festival Event Manager or their nominated delegate will advise the successful Contractor of the Bump In and Bump Out dates and Festival Dates no later than August prior to each year of the Festival.

BUMP IN

Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump In date.

Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

BUMP OUT

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

SCOPE

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

SPECIFICATIONS

The successful Contractor will be required to:

(a) supply, install and remove all appropriate sound and lighting equipment for the four (4) stages and one (1) platform including all fixtures, control systems, racks, cabling, accessories and consumables as outlined in the List of Equipment for Sound and Lighting;

(b) ensure that all cables utilised are safety tagged and data certified;

(c) supply all the necessary lifting equipment on site with a certified operators;

(d) ensure the sound check is completed by 12:00 noon on Day One of the Festival; and

(e) supply and install one (1) easy setup gazebo to be used as a sound boot for the platform.

The Festival Event Manager or their nominated delegate will:

(a) provide a 3m x3m sound boot marquee for each Akuna Street and Petrie Plaza stages; and

(b) provide a 6m x 3m sound boot marquee for Garema Place stage.

NO ASSIGNMENT OR SUBCONTRACTING

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

PROPRIETARY NAMES

When proprietary names, brands, catalogues or reference numbers are specified in the Request for Tender they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

SECURITY

Dedicated security will be provided by OMATSIA to every stage when Contractor staffs are not present on that stage. The security guard will not leave the stage at any time during their shift unless replaced by another guard at that time. All stages will have an individual guard.

INSURANCE REQUIREMENTS

Without limiting the insurance that is required to be held by the Successful Contractor by law (e.g. worker's compensation) or under the contract, the Successful Contractor will be required to take out and maintain:

(a) Public liability insurance not less than $20,000,000.00 in respect of each claim; and

(b) Workers' Compensation insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

ADDITIONAL READING

National Multicultural Festival Website
http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

ATTACHMENT A

List of Equipment
Sound and Lighting

Garema Place Stage

FOH Audio and Control

1 Midas Heritage 2000 42 Mono 6 Stereo with desk roller
1 PA System Control Rack (Klark Teknik DN500 FOH Comp, Klark Teknik DN360 FOH EQ)
1 Insert Rack with the following:
1 1RU Rack Light
10-2 Ch Drawmer DL241 Compressor/Gate (20ch Insert Comp)
5-2ch Drawmer DS201 Gate (10ch Insert Gate)
2 DBX 160A single ch Insert Comp
1 Klark Teknik Helix 2ch Master Digital Eq System
1 Klark Teknik Helix 4ch Slave Digital Eq System
1 –Denon Dual CD Player
1-TC Electronics M3000 Reverb Unit
1 SPX990 Reverb Unit
1 –TC Electronics MoneXL Multi FX Unit
1 TC Electronics – Dtwo Delay Unit
6 3-Way Point Source Short Throw Concert Speaker
4 Double 18 Concert Subwoofer
1 Drive Rack
8 Power Amplifier
4 Power Amplifier
2 Dolby Lake Processor
System must have ipod connectivity

Monitor Control

1 –Digidesign Profile 48ch Digital Mixing System
4 -Square One Stereo 31 band Graphic EQ
1 Monitor Drive Rack
8 - Power Amplifiers

Floor Wedges

10 -Single 15 + Horn Active Wedge

Listen Wedges

2 -Single 15 + Horn Active Wedge

Drum Fill

2- Active Single 15 + Horn
2 –Single 18 front loaded sub
1 x Rolling Riser 2.4m x 2.4m

Mics, DI's. Leads, DJ Equipment etc

1 Rack of 2 Shure UHF-R Receivers + aerials
4 Shure UR1 Hand Held Transmitters
2 Shure UR1 Beltpack Transmitters with Dynamic Headset Mic
1 x Band Mic Kit (10 x Vox Mic, 16 x Inst Mic, Drum Mic Set, 10 x DI)
1 240v Stage Power System
16 Mic Stand Boom Short
16 Mic Stand Boom Tall
1 Signal Power Packer (All cabling required for system)
1 Stage Fold-back Packer
1 Speaker Leads Packer
Multicore System
48ch to FOH 16Ret
Core to be flown from stage to FOH
6 x Multipin Drop Boxes
4 x Additional Multipin Boxes without cable

Lighting Fixtures and Control

1 Grand MA Lighting Controller
1 UPS Power Supply/Conditioner
1 Ethernet loom
8 1200w Moving Head Spot
8- LED Moving Head Wash
8 200w Beam Lights
6 -25 Way Matrix Blinders
4 -3000w Strobes
6 x 1000w Fresnel (Front Wash)
2-12 x 2.4k Channel Dimmer
2 Power Distro with Volt and Amp Metres
24 Par 64 Cans

Cabling, Rigging, etc

12, headers/tails
1 Cables Packer
6 2.25m Truss uprights 2 x 6.5m Pipe (FOH Lighting)

Power, Distribution

1-3 Phase Packer
2-3Phase breakout to 9 GPOs on 3 phases

Petrie Plaza Stage

FOH Audio and Control

1 Digidesign Profile Mixing Console (require up to 32ch)
1 Profile Mix Rack
12 Compact Line Array Speaker
1 Drive Rack

Floor Wedges

6 Single 15 + Horn Wedge

Drum Fill

1 Single 15 + Horn Speaker
1 Subwoofer

Stage Equipment

1 Band Microphone Kit
(6 x Vox Mic, 12 x Inst Mic, Drum Mic Set, 10 x DI)

Audio Cabling

1 Signal Power Packer
1 32 Channel, 6 Returns 45m
1 Stage Fold-back Packer
1 XLE system NL8 packer

Lighting Fixtures and Control

1 Lighting Console
24 Par 64 Cans
4 Moving Lights
6 4 Way Blinders

Ainslie Place Stage

FOH Audio and Control

1 –Midas Mixing Console 40 Mono & 8 Stereo Ch
1 FX Rack
1 Rack Light
1 2 Ch EQ
1 Ch Compressor
2 Reverb Unit
1 Lexicon Reverb Unit
1 TC Electronic multitap rhythm delay
2 8Ch Insert Comp/Gate (16 x Insert Comp/Gate)
1 8Ch Ins Gate (2 x 4way or 4 x 2-way units)
1 Dual CD Player
6 Line Array Speaker
6 Concert Subwoofer
1 Drive Rack
7 Power Amplifier
1 3 Phase Rack Mount Distro
1 Patch Bay
1 System Processor w/ FIR Filters

Floor Wedges

6 -15 + Horn Wedge

Drum Fill

1 15 + Horn Speaker
1 Single 18 Subwoofer

Stage Equipment, Audio Cabling

1 Band Microphone Kit (6 x Vox Mic, 12 x Inst Mic, Drum Mic Set, 10 x DI)
1 Signal Power Packer
1-24 Ch, 6 Ret, with Split 30m
1-Stage Fold-back Packer

Lighting Control and Fixtures

1 GrandMA2 Lighting Controller
4 Mac 250 Entoures
24 Par 64 Cans
6 2 Way Blinders
2 12 x 2.4k Channel Dimmer

Lighting Cabling, Rigging

8, headers/tails
6 3metre truss (Rear truss hung from stands, front truss hung from structure)
4 Winch-Up Stands (Rear Lighting)
2 Truss Adapter to Winch Up

Peitre Plaza Platform

FOH Audio and Control

1 Roland M400 Digital Mixing System
1-Mixer console
1 Large REAC box
1 Small REAC box
2 Ethernet Drums
4-12 + Horn Self Powered Speaker 2 Double 18 Subwoofer

Fold-back and Stage Equipment

4 -12 + Horn Self Powered Speaker
1 Band Microphone Kit (6 x Vox Mic, 6 x Inst Mic, Drum Mic Set, 6 x DI)
1 Signal Power Packer

Lighting Equipment

1 -4Ch with Dimmers LX Desk
16 –Par 64 Cans
2 Lighting Tree

Backline – To be based at Garema Stage

Drums, Percussion

1 Pear Masters Custom drum Kit

Bass

1 –ampeg bass amplifier head
1- 8 x 10 Bass Cabinet

Guitars

1 Fender Twin Guitar Amp

Keys

1 Roland RD 700 Piano w/ pedal and Stool

DJ Gear

2 -1210 Turntables
DJ Turntables.
2 Pioneer CDJ1000 CD Player
1 Pioneer DJM800 DJ Mixer

Media Call

FOH Audio and Control

1 24 Mono 4 Stereo)
1 Effects Rack
6 Stereo Comp/Gate
1 Stereo Digital Graphic Eq
1 CD Player
2 Reverb Unit
2 Loudspeakers
2 Subwoofer

Foldback and Stage Equipment
4-15 + Horn Wedge
1 Lectum with mic and light connectors
1 Power Amplifiers
1 Stage Fold-back Packer
1 Band Microphone Kit
1 Signal Power Packer
1 -24 Channel, 4 Returns 40m

ATTACHMENT B

STATEMENT OF REQUIREMENTS

GENERATORS AND ELECTRICAL SERVICES

OBJECTIVE

The objective of this procurement is to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality Generators and Electrical Services to the National Multicultural Festival (Festival).

BACKGROUND

The National Multicultural Festival has been staged in Canberra for the past sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

EVENT SITES

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

BUMP IN

Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

BUMP OUT

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

SCOPE

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

SPECIFICATIONS

The successful Contractor is:

(a) supply, install and remove all appropriate Generators and Electrical Services/Equipment as outlined in the List of Generators and Lighting;

(b) to include fuel and diesel charges as part of their tendered price;

(c) provide a final footprint of Generators and wiring map no later than 60 days prior to the commencement of the Festival;

(d) ensure that all cables utilised are safety tagged and data certified;

(e) supply all the necessary lifting equipment on site with a certified operators;

(f) supply an additional set of keys to the generators on the Bump In date to the Festival Event Manager; and

(g) ongoing technical support throughout the Festival.

SECURITY

The successful Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

NO ASSIGNMENT OR SUBCONTRACTING

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

PROPRIETARY NAMES

When proprietary names, brands, catalogues or reference numbers are specified in the Request for Tender they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

INSURANCE REQUIREMENTS

Without limiting the insurance that is required to be held by the successful Contractor by law (e.g. worker's compensation) or under the contract, the successful Contractor will be required to take out and maintain:

(a) Public liability insurance not less than $20,000,000.00 in respect of each claim; and

(b) Workers' Compensation insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

ADDITIONAL READING

National Multicultural Festival Website
http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

List of Equipment
Generator and Electrical Services

Electrical Service Requirements
Supply an allowance of 3 leads to each stall, operation room, Parents room and allocated sound booths.
Supply and install adequate power from generator to 4 x main stages and 1 Platform
Connection of light fixture in each stall.
Electrical setup in and around the footprint during the week prior to the Festival
4 x electricians on call Day 1 of the Festival 12pm - 2am
6 x electricians on call Day 2 of the Festival 6am - 12pm
4 x electricians on call Day 3 of the Festival 6am - 7pm
Emergency electrical services during Festival
Review of stall holders to review compliance with electrical safety
Inspect appliances for review during the event and maintain electrical safety

Generator Requirements	
Generator	**Outlets**
60 KVA	5 x 3 phase outlets (approximately)
60KVA	5 x 3 phase outlets (approximately)
60 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	5 x 3 phase outlets (approximately)
100 KVA	4 – 7 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)
125 KVA	5 - 6 x 3 phase outlets (approximately)

- 5 x 3 phase boards with 6 – 8 x 3 phase outlets per board
- 25 x 10 or 15 amp leads - 10m, 20m, or 30m 10 amp leads available – 20m or 25m 15 amp leads available.
- 5 x 3 phase power lock cable sets

Power lock cable length
5m
10m
20m
30m
50m

Currently allowed for 2 x 30m power lock cable sets. This may change as final design layouts might be amended for the Festival.

- 25 x 32 amp distribution boards – minimum of 3 x double 15 amps outlets, 9 x double 10 amp outlets and 6 x safety switches
- 35 x 32 amp 30m leads
- 150 x 5 channel cable covers

ATTACHMENT C

STATEMENT OF REQUIREMENT-

PORTABLE TOILETS-OPERATION ROOM AND PARENT ROOM

OBJECTIVE

The objective of this procurement is to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality Portable Toilets, an Operation room and a Parent room to the National Multicultural Festival (Festival).

BACKGROUND

The National Multicultural Festival has been staged in Canberra for the past sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

EVENT SITES

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

BUMP IN

Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

BUMP OUT

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

SCOPE

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

SPECIFICATIONS

The successful Contractor will be required to:

(a) supply, install and remove 10 Female, 10 Male and 2 Disabled toilets for the Festival which includes all fixtures, accessories and consumables;

(b) supply appropriately trained personnel to install, maintain and operate toilets and wash rooms during the Festival (according to the agreed schedule);

(c) supply twenty (20) suitable Kros Urinals with appropriate 2.1 meter fencing around it;

(d) supply twenty (20) portable female and five (5) portable Male Fresh Flash toilets, which are individual stand free units;

(e) supply of all safety equipment required to complete the task or more frequently as required;

(f) supply personnel during the Festival opening hours, to check and, suitably maintain and if necessary, empty toilets, receptacles and bins and clean toilets, hand basins and floors throughout the Festival sites;

(g) review on a regular basis and supply toilet paper and paper hand towels as required throughout the Festival;

(h) remove and appropriately dispose of all waste in accordance with the agreed program schedule, the *Waste Minimisation Act 2001* and *Hazardous Waste Regulations Act 1989*;

(i) cover all transport costs associated with equipment and crew to and from the Festival venues;

(j) provide on-going support for the duration of the Festival;

(k) remove daily both general and sanitary collected waste;

(l) empty and clean all toilet and wash basin bins and receptacles daily;

(m) provide one (1) air-conditioned- 6m x 3m parent room throughout the Festival with twenty (20) chairs two (2) tables;

(n) provide one (1) air-conditioned- 6m x 3m Operational room throughout the Festival with twenty (20) chairs two (2) tables;

(o) provide two (2) change tables for the Parent Room with a Microwave oven;

(p) provide four (4) disabled fresh flash toilet units;

(q) provide appropriate signage across the footprint for Male, Female, Kros Urinal and Disabled toilets;

(r) provide one (1) 3m x 6m air-conditioned Operation Room to be located in a central area of the footprint;

(s) provide additional services outside of agreed schedule if required; and

(t) remove all toilet and wash basin bins and receptacles during Bump Out of the Festival;

NO ASSIGNMENT OR SUBCONTRACTING

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

PROPRIETARY NAMES

When proprietary names, brands, catalogues or reference numbers are specified in the Request for Tender they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

SECURITY

The successful Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

INSURANCE REQUIREMENTS

Without limiting the insurance that is required to be held by the Successful Contractor by law (e.g. worker's compensation) or under the contract, the Successful Contractor will be required to take out and maintain:

(a) Public liability insurance not less than $20,000,000.00 in respect of each claim; and

(b) Workers' Compensation insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

ADDITIONAL READING

National Multicultural Festival Website
http://www.multiculturalFestival.com.au

Community Services Directorate Website
www.dhcs.act.gov.au

EVENT SITES

Garema Place:
Ten Single Toilets & One Disabled unit
Services to be completed on site at the following times:
1st Day of Festival - approx 9pm
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Ainslie Place:
Ten Single Toilets, One Disabled & One Wash / Sink Stand
Services to be completed on site at the following times:
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Corner Petrie Plaza & London Circuit
Ten Single Toilets, One Disabled & and One Wash / Sink Stand
Services to be completed on site at the following times:
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

Kros Urinal: (Locations will be discussed no later than 10 working days prior to the Festival)
20 Single units across the footprint
Services to be completed on site at the following times:
2nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3rd Day of Festival – approx. 8am, 11am & 2pm

One 3X6 Air Conditioned Operational Room including required chairs and tables.
One 3X6 Air Conditioned Parent Room including specifications.

ATTACHMENT D

STATEMENT OF REQUIREMENT

SECURITY SERVICES

OBJECTIVE

The objective of this procurement is to engage a suitably experienced Contractor (known as the successful Contractor) to provide Security Services to the National Multicultural Festival (Festival).

BACKGROUND

The National Multicultural Festival has been staged in Canberra for the past sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

EVENT SITES

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Civic Square and London Circuit.

BUMP IN

Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

BUMP OUT

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

SCOPE

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

SPECIFICATIONS

The successful Contractor will be required to:

(a) provide fully briefed Security personnel for each Festival event with information provided by the Festival Event Manager or their nominated delegate;

(b) ensure security personnel carry communication equipment in order to call for support/backup including Police, Ambulance and Fire Brigade;

(c) ensure that security personnel are aware of and comply with the current procedures in accordance with the *Security Industry ACT 2003* and *Security Industry Regulation 2003*;

(d) provide services throughout the duration of the Festival and where requested during Bump In and Bump Out in accordance with agreed schedules; including

(i) the provision of security services on the setup date and opening program of the Festival and dates to be advised;

(ii) provide security services for overnight events and structure protection;

(e) provide personal protections during high demand and VIP shows as requested;

(f) ensure all guards hold a current employee licence;

(g) ensure that if any personnel are required to guard with a firearm, the person must hold an appropriate ACT firearms licence;

(h) ensure all personnel are fully qualified for the role and responsibilities they are undertaking;

(i) have back up staff in place to cover staff breaks; and

(j) have an experienced supervisor to oversee the guards performance and punctuality.

NO ASSIGNMENT OR SUBCONTRACTING

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

PROPRIETARY NAMES

When proprietary names, brands, catalogues or reference numbers are specified in the Request for Tender they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

SECURITY

The successful Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

INSURANCE REQUIREMENTS

Without limiting the insurance that is required to be held by the Successful Contractor by law (e.g. worker's compensation) or under the contract, the Successful Contractor will be required to take out and maintain:

(a) Public liability insurance not less than $20,000,000.00 in respect of each claim; and

(b) Workers' Compensation insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

ADDITIONAL READING

National Multicultural Festival Website
http://www.multiculturalFestival.com.au
Community Services Directorate Website
www.dhcs.act.gov.au

SECURITY SERVICES SCHEDULE

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Bump In – Festival Setup Period					
Monday - 4 days before Festival commences	8pm – 8am	1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Tuesday - 3 days before Festival commences		1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Wednesday - 2 days before Festival commences		1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Thursday - 1 day before Festival commences		2	24	Overnight Event/Structures protection	Total Festival Footprint 2 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Friday – Day 1 of Festival					
Bump In – Festival Setup Period	8am - 4pm	2	16	Roving - Crowd Control	Festival Footprint 2 x Roving
Festival Begins – Opening Program 5pm to Midnight **Event Shutdown 12.00am – 1am**	4pm-1am	4	36	Footprint Set up : [identify unauthorised vehicles] 4pm to 5pm Monitor Event: Crowd Control, Responsible Serving of Alcohol etc. Event Shutdown 12.00am – 1am	Garema Stage - 1 x Static Festival Footprint - 3 x Roving
		1	9	Entrance & Room Control	Performers Change Room

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Friday Night/Saturday Morning					
Overnight	8pm- Friday to 8am Saturday	4	48	Overnight Event/Structures protection	Petrie Plaza Stage 1 x Static City Walk South Stage 1 x Static Ainslie Place Stage 1 x Static Festival Footprint 1 x Roving
	4pm- Friday to 8am Saturday	2	16	Overnight Event/Structures protection	Garema Stage 1x Static

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Saturday – 2nd Day of Festival					
Festival Day Program 11 am to 6pm	10am - 6pm	6	48	Footprint Set up: [identify unauthorised vehicles] 10am to 11am Monitor Event: Crowd Control, Responsible Serving of Alcohol etc	Garema Place 1 x Static Petrie Plaza Stage 1 x Static City Walk South Stage 1 x Static Ainslie Place Stage 1 x Static Festival Footprint 2 x Roving

		1	8	Change Room Entrance & Room Control	Performers Change Room

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Saturday Night – 2nd Day of Festival					
Night Program 6pm – Midnight **Event shutdown Midnight – 1am**	6pm-1am	6	42	Monitor Event: Crowd Control, Responsible Serving of Alcohol etc.	Garema Place 1 x Static Petrie Plaza Stage 1 x Static City Walk South Stage 1 x Static Ainslie Place Stage 1 x Static Festival Footprint 4 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Saturday Night/Sunday Morning					
Overnight	1am-8am	5	35	Overnight Event/Structures protection	Garema Stage 1 x Static Petrie Stage 1 x Static City Walk South 1 x Static Ainslie Place Stage 1 x Static Festival Footprint 1 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Sunday Morning – 3rd Day of Festival					
Festival Day Program **11 am to 5pm** **Event Shutdown** **5pm – 6pm**	10am - 6pm	6	48	Footprint Set up: [remove unauthorised vehicles] 10am to 11am Monitor Event: Crowd Control, Responsible Serving of Alcohol etc	Garema Place 1 x Static Petrie Plaza Stage 1 x Static City Walk South 1 x Static Ainslie Place Stage 1 x Static Festival Footprint 2 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Sunday Night/Monday Morning					
Overnight	6pm-8am	3	42	Overnight Event/Structures protection	Festival Footprint 3 x Roving

Day	Shift Time	Number of Guards	Total Hours Required	Security Function	Location
Bump Out – Festival Packup Period					
Monday - 1 day after Festival closes	8pm – 8am Nightly	1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Tuesday - 2 days after Festival closes		1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Wednesday - 3 day after Festival closes		1	12	Overnight Event/Structures protection	Total Festival Footprint 1 x Roving
Thursday - 4 days after Festival closes		1	12	Overnight Event/Structures protection	Total Festival Footprint 1x Roving

OTHER SERVICES

A Senior Guide or Manager will be required to attend:

- Risk and Emergency Planning Sessions
- Attend Site inspection, Bump In and Command Centre Induction Sessions.

ATTACHMENT E

STATEMENT OF REQUIREMENT

WASTE MANAGEMENT SERVICES

OBJECTIVE

The objective of this procurement is to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality Waste Management Services to the National Multicultural Festival (Festival).

BACKGROUND

The National Multicultural Festival has been staged in Canberra for the past sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

EVENT SITES

The Event Sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place Civic Square and London Circuit.

BUMP IN

Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

BUMP OUT

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

SCOPE

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

SPECIFICATIONS

The successful Contractor is to:

(a) provide, maintain and place bulk waste storage facilities (skip bins) for use during pre-event Bump In, the Festival and post event Bump Out. The quantity to be discussed and agreed in writing between the successful Contractor and the Festival Event Manager or their nominated delegate;

(b) provide, maintain and place suitable 240 litre two-bin system for recycling and general garbage throughout the Festival sites;

(c) report total tonnage for both recyclables and other waste disposed of from the Festival and include copies of dockets issued at waste and recycling facilities;

(d) provide, maintain and place suitable receptacles for the storage and disposal of commingled recyclables, cardboard and waste to landfill;

(e) provide, maintain and place large storage bins for wet waste including floral foam and plant material;

(f) supply sufficient, suitable, high quality bin liners to service all of the relevant bins (black /green for waste to landfill and clear for recycling.);

(g) supply personnel to place all bins in designated locations, remove bins to kerb ready for collection and return bins to designated locations after collection waste in accordance with the agreed program schedule;

(h) supply personnel during Festival hours to check and, if necessary, empty bins and replace liners throughout the event site;

(i) ensure provision for the Festival Event Manager or their nominated delegate to request an additional truck and human resources to assist where/when necessary;

(j) remove and appropriate disposal of all waste in accordance with the agreed program schedule;

(k) provide a copy of all waste tipping dockets (receipts/invoices) to the Festival Event Manager or their nominated delegate no later than 15 working days after the Festival;

(l) outline and implement an appropriate strategy and allocate specific areas on the foot print for oil waste collections. A large amount of oil is collected during the Festival and stall holders need central locations within the footprint for the collection of oil waste. The Successful Contractor should provide this strategy to the Festival Event Manager or their nominated delegate seven (7) days prior to Bump-In;

(m) take responsibility for overnight security of all equipment;

(n) be mindful of area of influence (associated with entrance and exit points of the footprint and making sure waste collection services is implemented in those areas);

(o) make sure all the marquees are cleaned prior to new stall holders Bump in each day of the Festival no later than 5:00 am in the morning. This is only applicable where a change of stall-holder has occurred overnight. Bump-in for new stall holders is 6.00am. The numbers vary each year. As an indication only, 30- 40 stalls may need cleaning overnight on completion of Day 1 of the Festival and overnight on completion of Day 2 of the Festival 100 – 120 stalls may need cleaning. Seven days prior to the Bump In final numbers will be provided;

(p) provide additional services and ongoing site checks especially during the peak period, which is usually Day 2 of the Festival between 5:00pm to 11:00 pm;

(q) ensure that all personnel undertaking services throughout the Festival be equipped with the appropriate tools, equipment and protective gear to undertake assigned tasks;

(r) Bump out no later than 5:00 am Monday the day after the Festival;

(s) participate in the pre cleaning inspection sessions as requested by the Festival Event Manager or their nominated delegate; and

(t) making sure all the waste management compounds are safely structured and liaise with emergency services and traffic controllers on regular bases and as required during the Festival.

The Festival Event Manager or their nominated delegate will:

(a) supply a 3m x 3m stall for each ten (10) marquees as a central waste collection area for the stall holders (each stall will contains two (2) general bins and three (3) recycling bins provided by the waste management contractor); and

(b) provide a list of all the stall holders commencements dates no later than seven (7) working days prior to the event.

NO ASSIGNMENT OR SUBCONTRACTING

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

PROPRIETARY NAMES

When proprietary names, brands, catalogues or reference numbers are specified in the Request for Tender they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

SECURITY

The successful Contractor will be required to take full responsibility of the equipment kept overnight throughout the Festival including the Bump In and Bump Out period.

SOCIAL PROCUREMENT

The ACT Government uses social procurement to generate positive social outcomes in addition to the efficient delivery of goods and services. Social procurement helps to build stronger communities by generating employment opportunities and promoting social inclusion to bring positive improvements to people's lives.

This can be done in a number of ways: head contractors may directly engage people from groups experiencing disadvantage such as:

(a) employment of people from disadvantaged groups (people with mental illness or disabilities);

(b) employment of people from a minority group (refugees, migrants and/ or Aboriginals or Torres Strait Islander backgrounds);

(c) employment of people who have been unemployed long term;

(d) people from culturally and linguistically diverse backgrounds; and

(e) a description of any other social outcomes not already detailed.

Tenders will be assessed on the social benefit outcomes they will support in addition to the primary deliverables outlined in the Request for Tender. This criteria will be evaluated in terms of the Tenderers ability to provide the Territory with the best social outcomes

INSURANCE REQUIREMENTS

Without limiting the insurance that is required to be held by the Successful Contractor by law (e.g. worker's compensation) or under the contract, the Successful Contractor will be required to take out and maintain:

(a) Public liability insurance not less than $20,000,000.00 in respect of each claim; and

(b) Workers' Compensation insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

ADDITIONAL READING

National Multicultural Festival Website
http://www.multiculturalFestival.com.au

Community Services Directorate Website
www.dhcs.act.gov.au

WASTE MANAGEMENT SERVICES

Type of Bin	Qty	Bin Delivery Date	Delivery Location
General 240lt wheelie bins	150	To be advised	Across Site (Front Of House)
Recycle 240lt wheelie bins	150	To be advised	Across Site (Front Of House)
1100L Roll top skip bins	80 (approx)	To be advised	In specified waste Marquees (Back Of House)
Skip 1 - large	1 or 2	To be advised	Waste Compound 1
Skip 2 - large	1 or 2	To be advised	Waste Compound 2
Clean all marqueesand the general area in and around Garema Place from Midnight.		1st Day of Festival	
Clean all marquees and the general area in and around Garema Place, City Walk, Petrie Plaza North and South, Akuna St and Ainslie Ave from Midnight.		2nd Day of Festival	
Clean all marquees and the general area in and around Garema Place, City Walk, Petrie Plaza North and South, Akuna St from 5pm		3rd Day of Festival	
Provision of the appropriate garbage bags/bin liners to service all of the above to be supplied by Contractor.			

ATTACHMENT F

STATEMENT OF REQUIREMENT-

TRAFFIC MANAGEMENT SERVICES

OBJECTIVE

The objective of this procurement is to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply and delivery of high quality Traffic Management Services to the National Multicultural Festival (Festival).

BACKGROUND

The National Multicultural Festival has been staged in Canberra for the past sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

EVENT SITES

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Civic Square and London Circuit.

BUMP IN

Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

BUMP OUT

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

SCOPE

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

SPECIFICATIONS

The successful Contractor is to:

(a) supply trained and licensed personnel to manage traffic control during the Festival. This includes securing road closures using barriers, directing vehicles to minimise traffic disruption and, if required, the daily placement and removal of traffic diversion cones in all areas;

(b) managing the traffic lights conditions/appearance during the road closure periods;

(c) liaise with Road ACT prior to the Festival;

(d) inform the ACT residents of all traffic condition changes via local media no later than ten (10) days prior to the Festival;

(e) provide and erect electronic signage seven (7) days before the Festival on all major arterials around the Civic area;

(f) provide a written letter to all the business and residence in the affected areas informing them of the temporary changes of traffic conditions;

(g) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises;

(h) supply sufficient and experienced personnel with high level of customer service skills during the Festival;

(i) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(j) allow the Territory to request additional human resources to assist where necessary;

(k) meet with the Festival Event Manager or their delegate prior to the commencement of Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager or their delegate;

(l) provide a Project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(m) provide the Festival Event Manager or their nominated delegate at least two (2) after-hours point of contacts;

(n) from time to time consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;

(o) act in good faith to maintain standards of customer service and comply will all relevant health and safety Traffic management practices and legislation;

(p) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;

(q) have an internal Radio communication system in place which is to be available to the traffic controllers while they are on duty;

(r) to communicate with the Festival Event Manager or their nominated delegate through the Territory's internal communication radio;

(s) provide three (3) Variable Message Signs (VMS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate two (2) weeks before the Bump In date; and

(t) provide ten (10) Road Advisory signs (RAS) and be able to position them in the agreed position with the Festival Event Manager or their nominated delegate one (1) week before the Bump In date.

NO ASSIGNMENT OR SUBCONTRACTING

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

PROPRIETARY NAMES

When proprietary names, brands, catalogues or reference numbers are specified in the Request for Tender they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

SECURITY

The successful Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

INSURANCE REQUIREMENTS

Without limiting the insurance that is required to be held by the successful Tenderer by law (e.g. worker's compensation) or under the contract, the successful Tenderer will be required to take out and maintain:

(a) Public liability insurance not less than $20,000,000.00 in respect of each claim; and

(b) Workers' Compensation insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

ADDITIONAL READING

National Multicultural Festival Website

http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

ATTACHMENT G

STATEMENT OF REQUIREMNTS

PROVISION OF MARQUEES AND CHANGE ROOMS

OBJECTIVE

The objective of this procurement is to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply, delivery and installation of high quality Marquees and Change Rooms to the National Multicultural Festival (Festival).

BACKGROUND

The National Multicultural Festival has been staged in Canberra for the past sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

EVENT SITES

The Festival event sites incorporate Garema Place, Petrie Plaza, City Walk, Ainslie Place, Civic Square and London Circuit.

BUMP IN

Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

BUMP OUT

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

SCOPE

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

SPECIFICATIONS

The successful Contractor is to:

(a) supply up to 350 marquees during the event including sound booths, with a preference for marquees to be colourful to reflect the nature of the Festival;

(b) provide to the Festival Event Manager or their delegate, an independent engineers report certified that the various structures are correctly erected safe upon completion of the installation and prior to usage;

(c) supply sufficient, suitable personnel with strong customer service skills during the Festival;

(d) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(e) allow the Festival Event Manager or their delegate to request additional human resources to assist where necessary;

(f) meet with the Festival Event Manager or their delegate prior to the commencement of the Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager and/or their delegate;

(g) provide a Project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their delegate;

(h) from time to time to consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;

(i) act in good faith to maintain standards of customer service and comply will all relevant Work Health and Safety (WH&S) practices and legislation;

(j) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;

(k) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises and allowing adequate access to emergency services during Bump In and Bump Out period and throughout the event;

(l) supply all lifting and moving equipment;

(m) immediately remove all the unnecessary equipment and vehicles from the footprints;

(n) use appropriate signage that meet WH&S requirements during the Bump In and Bump Out period;

(o) establish and maintain fenced zones around groups of marquees as they are being constructed as this is a high volume public area of the city;

(p) ensure the construction erection method for the marquees should pose minimum disruption to city traders and take into account the safety of the public

(q) effective communication strategy with all the stakeholders including businesses and residences in the footprint;

(r) provide a comprehensive Bump In and Bump Out plan to the Territory no later than 60 days before the events;

(s) repair or restore any damage/impact to surfaces or infrastructure (inclusive of underground services) that occur during the erection of the contracted structure to the original condition;

(t) provide One (1) 3m x 6m marquee to be used as sound booth in Garema Place;

(u) provide three (3) 3m x 3m marquees to be used as sound booths for other three (3) remaining stages;

(v) ensure all forklift operators hold current appropriate licensing;

(w) all staff working on footprint during Bump In & Bump Out must be aware of pedestrians in the area;

(x) ensure the final Bump Out day must be on or before 6:00 am on the date to be advised;

(y) work closely with all the stakeholders in particular on site electricians and sound and lighting providers;

(z) provide a 6m x 3m change room for each five (5) stages in the agreed location with the Festival Event Manager or their nominated delegate;

(aa) provide a 6m x 3m marquee for emergency services in the agreed location with the Festival Event Manager or their nominated delegate;

(bb) ensure a safe and healthy site for the Festival, by complying with the HRIA Weighting Guide. It is a requirement of ACT Government that no pegs or bolts be inserted into the ground, the only form of securing a marquee is to use weights and base plates as outlined in the publication named "Hire and Rental Industry Association, Events Division, Temporary Structure and Marquee Weigh Guide" www.hireandrental.com.au ; and

(cc) attend planning meetings and the final event debrief session as required.

NO ASSIGNMENT OR SUBCONTRACTING

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

PROPRIETARY NAMES

When proprietary names, brands, catalogues or reference numbers are specified in the Request for Tender they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

SECURITY

The successful Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

INSURANCE REQUIREMENTS

Without limiting the insurance that is required to be held by the successful Tenderer by law (e.g. worker's compensation) or under the contract, the successful Tenderer will be required to take out and maintain:

(a) Public liability insurance not less than $20,000,000.00 in respect of each claim;

(b) Comprehensive Motor Vehicle and plant and equipment insurances; and

(c) Workers' Compensation insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

ADDITIONAL READING

National Multicultural Festival Website
http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

ATTACHMENT H

STATEMENT OF REQUIREMENT

STAGES AND PLATFORMS

OBJECTIVE

The objective of this procurement is to engage a suitably experienced Contractor (known as the successful Contractor) to undertake supply, delivery and installation of high quality Stages and Platforms to the National Multicultural Festival (Festival).

BACKGROUND

The National Multicultural Festival has been staged in Canberra for the past sixteen (16) years and is managed by the Office of Multicultural, Aboriginal and Torres Strait Islander Affairs (OMATSIA) in the Community Services Directorate. The Festival runs for a three (3) day period during February and consists of a number of different events at a variety of different locations throughout Canberra. Events include interstate and local parades, performances, exhibitions and food concessions. The event showcases the ACT's cultural diversity.

EVENT SITES

The Festival event sites incorporate Garema Place, Petrie Plaza, Ainslie Place, City Walk, Civic Square and London Circuit.

BUMP IN

Bump In is the period prior to the commencement for installation of goods/equipment, to establish the footprint.

Prior to conducting any installation at the National Multicultural Festival site, the successful Contractor must read and understand the specific National Multicultural Festival site instructions and provide all staff with a copy of the instructions for each year. These instructions will be supplied to the successful Contractor no later than seven (7) days prior to the commencement of the official Bump-in date.

Bump In for each year of the Festival will be discussed and agreed by the Festival Event Manager or their nominated delegate prior to the commencement of the Festival.

To ensure installation does not adversely impact on or disrupt the public access and civic businesses, installation activity prior to the event is only permissible with approval from the Festival Event Manager or their nominated delegate.

BUMP OUT

Bump Out is the period after the close of the Festival for removal of goods/equipment and services to evacuate the footprint.

SCOPE

Unless, otherwise directed by the Festival Event Manager or their nominated delegate, the Successful Contractor will:

(a) be required to meet with the Festival Event Manager or their nominated delegate at the Community Services Directorate no later than 30 days prior to the commencement of event Bump In (or a date to be agreed) to discuss the agreed plans and schedules;

(b) be required to provide a Project Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their nominated delegate;

(c) communicate all issues and relevant information to the Festival Event Manager or their nominated delegate;

(d) be required to provide an afterhours contact number and be contactable after hours and respond within 1 hour from time of contact;

(e) be required to join the Festivals UHF radio system, carry hand held radios and be in radio contact at all times throughout the Festival . The Territory will supply hand held radios and batteries. The Territory will have replacement batteries and charging facilities available and the successful Contractor is responsible for battery replacement and keeping the batteries charged at all times;

(f) be required to attend mandatory radio training at the Bump-In and ensure all staff are familiar with the radio operations at each change of shift;

(g) be required to have their own radio system separate to the Festival's radio network;

(h) act in good faith to maintain standards of customer service and comply will all relevant legislation;

(i) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties in accordance with the Emergency Management Plan;

(j) have on site meetings with the Festival Event Manager or their nominated delegate as frequently as required and requested;

(k) provide a comprehensive training register to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(l) provide a completed risk register specific to the Festival and submit to the Festival Event Manager or their nominated delegate to review no later than 10 working days prior to Bump In date for each year of the Festival;

(m) ensure safe Work Method Statements are written for high-risk tasks and provide a copy to the Festival Event Manager or their nominated delegate for review no later than 10 working days prior to the Bump In date for each year of the Festival;

(n) provide a report on the Festival following completion of the services, to the Festival Event Manager or their nominated delegate, which incorporates recommended improvements for upcoming years;

(o) hold the current Australian Industrial Relations Certificate;

(p) carry applicable licence/s for the service and have available for daily viewing; and

(q) provide ongoing associated support throughout the Festival as needed.

SPECIFICATIONS

The successful Contractor is to:

(a) supply four (4) stages and one (1) platform with appropriate stage covers;

(b) provide to the Festival Event Manager or their delegate an independent engineers report certified that the various structures are correctly erected safe upon completion of the installation and prior to usage;

(c) supply sufficient, suitable personnel with strong customer service skills during the Festival;

(d) supply personnel to all areas in designated locations, in accordance with the agreed program schedule for each Festival site;

(e) allow the Festival Event Manager or their delegate to request additional human resources to assist where necessary;

(f) meet with the Festival Event Manager or their delegate prior to the commencement of the Festival to discuss and agree on the time plan and communicate all issues and relevant information to the Festival Event Manager and/or their delegate;

(g) provide a Project Supervisor/Manager and appropriate levels of qualified staff to oversee all works associated with the services and act as a point of contact with the Festival Event Manager or their delegate;

(h) from time to time to consult with the Festival Event Manager or their delegate with regard to issues or operational matters that might arise;

(i) act in good faith to maintain standards of customer service and comply will all relevant Work Health and Safety (WH&S) practices and legislation;

(j) agree to mutually resolve conflicts as soon as practicable and to the satisfaction of both parties;

(k) implement appropriate strategies to ensure all the residences and businesses in the area can access their premises and allowing adequate access to emergency services during Bump In and Bump Out period and throughout the Festival;

(l) supply all lifting and moving equipment;

(m) immediately remove all the unnecessary equipment and vehicles from the footprints;

(n) use appropriate signage that meet WH&S requirements during the Bump In and Bump Out period;

(o) establish and maintain fenced zones around the stages as they are being constructed as this is a high volume public area of the city;

(p) ensure the construction erection method for the stages should pose minimum disruption to city traders and take into account the safety of the public

(q) provide and implement an effective communication strategy with all the stakeholders including businesses and residences in the footprint;

(r) provide a comprehensive Bump In and Bump Out plan to the Territory no later than 60 days before the events;

(s) repair or restore any damage/impact to surfaces or infrastructure (inclusive of underground services) that occur during the erection of the contracted structure to original condition; and

(t) to attend planning meetings and the final event debrief session as required.

NO ASSIGNMENT OR SUBCONTRACTING

The successful Contractor must not subcontract the performance of the Services without the prior written consent of the Festival Event Manager or their nominated delegate. If the Territory gives its consent, the Territory may impose any conditions.

PROPRIETARY NAMES

When proprietary names, brands, catalogues or reference numbers are specified in the Request for Tender they are intended to set a minimum standard, and preference for any particular material or

equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

SECURITY

The successful Contractor is to take full responsibility of the equipment and units kept overnight throughout the event including Bump In and Bump Out period.

INSURANCE REQUIREMENTS

Without limiting the insurance that is required to be held by the successful Tenderer by law (e.g. worker's compensation) or under the contract, the successful Tenderer will be required to take out and maintain:

(a) Public liability insurance not less than $20,000,000.00 in respect of each claim; and

(b) Workers' Compensation insurance to the extent required by any law of the Commonwealth or of the State or Territory in which the Services under the Agreement are being performed.

ADDITIONAL READING

National Multicultural Festival Website
http://www.multiculturalFestival.com.au

Community Services Directorate Website

www.dhcs.act.gov.au

STAGE REQUIREMENTS AND SITE INFORMATION

Location	Stage Size	Bump In Date	Bump Out
Garema Place Stage	12 x 12 meter	Wednesday - 2 days before Festival commences	Monday - 1 day after Festival closes
Petrie & Bunda Stage	10 x 8 meter	Wednesday - 2 days before Festival commences	Monday - 1 day after Festival closes
City Walk South	10 x 8 meters	Thursday - 1 day before Festival commences	Monday - 1 day after Festival closes
Ainslie Place	10 x 8 meters	Thursday - 1 day before Festival commences	Sunday – From Festival Shutdown
Petrie & London Platform	6 x 4 meters	Friday Morning – Day of Festival from 8am. Festival Opens 4.00pm	Sunday – From Festival Shutdown – no earlier than 6pm

ATTACHMENT I

ACTIA
Australian Capital Territory Insurance Authority

ACT Government Risk Matrix

				Consequence					
				Insignificant	Minor	Moderate	Major	Catastrophic
				1	2	3	4	5
	People			Injuries or ailments not requiring medical treatment.	Minor injury or First Aid Treatment Case.	Serious injury causing hospitalisation or multiple medical treatment cases.	Life threatening injury or multiple serious injuries causing hospitalisation.	Death or multiple life threatening injuries.
	Reputation & Image			Internal Review	Scrutiny required by internal committees or internal audit to prevent escalation.	Scrutiny required by external committees or ACT Auditor General's Office, or inquest, etc.	Intense public, political and media scrutiny. Eg: front page headlines, TV, etc.	Assembly inquiry or Commission of inquiry or adverse national media.
	Environmental			Limited effect to something of low significance	Transient, minor effects	Moderate, short-term environmental harm	Significant, medium-term environmental harm	Long term environmental harm
	Cultural & Heritage			Low-level repairable damage to commonplace structures	Mostly repairable damage	Permanent damage to items of cultural significance	Significant damage to structures or items of cultural significance	Irreparable damage to highly valued items of cultural significance
	Business Process & Systems			Minor errors in systems or processes requiring corrective action, or minor delay without impact on overall schedule.	Policy procedural rule occasionally not met or services do not fully meet needs.	One or more key accountability requirements not met. Inconvenient but not client welfare threatening.	Strategies not consistent with Government's agenda. Trends show service is degraded.	Critical system failure, bad policy advice or ongoing non-compliance. Business severely affected.
	Financial			1% of Budget or <$5K	2.5% of Budget or <$50K	> 5% of Budget or <$500K	> 10% of Budget or <$5M	>25% of Budget or >$5M
Likelihood			Frequency					
A	Almost Certain	Is expected to occur in most	Once a quarter or more	>1 in 10	Medium	High	High	Extreme	Extreme
B	Likely	Will probably occur	Once a year or more	1 in 10 - 100	Medium	Medium	High	High	Extreme
C	Possible	Might occur at some time in the future	Once every 1 - 5 years	1 in 100 – 1,000	Low	Medium	Medium	High	Extreme
D	Unlikely	Could occur but doubtful	Once every 5 – 20 years	1 in 1,000 – 10,000	Low	Medium	Medium	High	High
E	Rare	May occur but only in exceptional circumstances	Once every 20 – 100 years	1 in 10,000 – 100,000	Low	Low	Medium	Medium	High

Risk Control Effectiveness

Control Effectiveness	Guide
Adequate	Nothing more to be done except review and monitor the existing controls. Controls are well designed for the risk, are largely preventative and address the root causes and Management believes that they are effective.
Room for improvement	Most Controls are designed correctly and are in place and effective however there are some controls that are either not correctly designed or are not very effective. There may be an over-reliance on reactive controls. Some more work to be done to improve operating.
Inadequate	Significant control gaps or no credible control. Either controls do not treat root causes or they do not operate effectively. Controls if they exist are just reactive. Management has no confidence that any degree of control is being achieved due to poor control design and/or very limited operational effectiveness.

Priority For Attention

Priority	Suggested Timing of Treatment	Authority for controlled tolerance of risk
Extreme	Short term – normally within one month Detailed action plan required	Director-General
High	Medium Term – normally within three months Needs senior management attention	Senior Executive
Medium	Normally within 1 year Specify management responsibility	Managers
Low	Ongoing control as part of a management system. Manage by routine procedures	All Staff

Priority for Attention – Action

Every care should be taken to act as soon as possible to implement risk control measures where ever possible or to take action to fix the problem. Extreme Risks and High Risks especially where the risk relates to people & personal injury require us to act immediately to take steps to fix the problem.

** The suggested timing of treatment does not mean that immediate action ought not be taken or that the timing can not be completed sooner than suggested.

Note:
When identifying, analysing and rating risk consideration should be given, but not necessarily limited to, the attached categories of risk and the suggested examples of frequency and consequences.

Risk Register Plan

2014-16 National Multicultural Festival

Risk Register part 1 – risk identification

Risk Reference	The Risk: What can happen? A description of the risk	Source How can this happen? Drivers to the risk Contributor or source of the risk	Impact /Outcome What will be the outcome or effect, if what can happen does happen? Impact on the business objectives Impact from the event happening Consequence	Risk Owner – the officer responsible for managing the risk
1	There is an over expenditure on the National Multicultural Festival	• Stallholders do not pay fees; • Additional infrastructures/ equipment required on the day of the event; • Increasing fees by infrastructure providers; • Significant sponsorship is not secured; and • Damage to hired equipment.	• Reputation damage; • Media and political impact; • Less Community engagement; • Negative audit response; and • Downturn in participation and attendance	Director of OMATSIA
2	Entertainers who are not receiving immediate payment withdraw from the program	• Not enough staff; • Finance team have not been given a sufficient realistic timeframe to complete the payments; and • Not having a signed agreement in place.	• Negative media coverage; • Losing the ACT Community interest; and • Increasing the cost of marketing and program amendments	Festival Event Manager or their nominated delegate
3	Safety issues for the public members and , residences of the area due to minimal access by emergency services during the event	• Footprint does not allow adequate exits and access points to the area; and • Building big stractures with not enough spaces in between	• Injury to people; and • Negative community impact.	Senior Manager OMATSIA
4	Electrical failure due to inclement weather	• Extreme weather condition eg, storm , rain • Cables are not correctly typed and tagged; and • Generators not appropriately places	• Cancellation or postponing the event • Negative publicity; and • Possible injury to member of the public	Festival Event Manager or their nominated delegate

5	Injury to public, performers and stall holders	• Unsafe structure and staging setup; • Not engaging qualified contractors; • Not complying with W,H&S requirements; • Not having a stage manager; • Not knowing the performance requirement in term of required performance space; and • No briefing sessions for performers	• Injury to people; and • Negative community impact. • Reputation damage; • Media and political impact; • Less Community engagement; • Downturn in participation and attendance	Stage manager ; Program Coordinator; Contractors; and Performers.
6	Alcohol related injury	• Stallholders selling alcohol without appropriate licensing; • Selling alcohols to underage participants; and • No limitation and alcohol policy in place.	• Unsafe environment for the families and kids; • Media attention; and • Injury to the member of the public	Festival Event Manager or their nominated delegate; Stallholders
7	Food poisoning	• Stallholder not following food safety regulations; • No supervision on how the food gets stored and served; • Losing power from generators for a long period of time during the event; • No refrigerators; and • No hygienic policy	• Serious illness to participants; • Damage the event reputation; • Financial impacts on stallholders and long-term negative impact on the event; and • Event facing restrictions by health agencies.	Festival Event Manager or their nominated delegate; Stallholders
8	Conflict with businesses in the footprint area	• Business entries and views are being blocked by Marquees and stages; and • Possible damages to their properties	• Delay in installing infrastructure; • Delay in delivering the program; and • Negative impact on governments reputation	Festival Event Manager or their nominated delegate; Contractor s
9	Delays or breach of probity in Procurement process	• Not enough staff to undertake the procurement process; • Failure to engage subject matter experts in procurement process ; and • Tender not advertised in time.	• Not having an appropriate service provider; • Poor service delivery ; • Media and political attention; • Engaging the contractors without pursuing with value for money policy; and • Delay in service delivery	Festival Event Manager or their nominated delegate; Contracts and Grants unit; Shared Services Procurement
10	Conflict with residents in the footprint area	• The access are being blocked by Marquees and stages; and • Possible damages to their properties/ cars; • Delay to access emergency services; and • Noise level;	• Delay in installing infrastructure; • Delay in delivering the program; and • Negative impact on governments reputation	Stage manager ; Festival Event Manager or their nominated delegate; Contractors; and Performers.

11	Failure to build and pack up the infrastructure on time	• Extreme weather conditions; • Infrastructure not available; and • Contract not in place.	• Postponement and cancellation of the event; and • Damage the event reputation.	Festival Event Manager or their nominated delegate; Contractors;
12	Ineffective implementation of temporary traffic measures	• Temporary traffic measures is not implemented effectively; • Not having a clear communications with road ACT; • Not enough traffic controller in place; • Poor signage; and • No public notice in place prior to the event.	• Decreasing satisfaction level; • Reputation damage; and • Possible injury and accidents to member of the public.	Festival Event Manager or their nominated delegate; Road ACT; Traffic Controllers

Risk Reference	Risk Controls which are currently in place *This field is for the risk controls that already exist and are currently managing the risk*	Risk Rating			Control Effectiveness Rating	Action to be taken *Can include further risk treatment strategies or a rationale behind no further action where rating is rated as "Room for Improvement" or" inadequate."* *Reference can be made to an attaching "cost / benefit analysis" or "risk treatment action plan" for relevant risks.*	Risk Treatment Owner – officer responsible for Management of Risk Treatments	Risk rating following additional risk controls			Control Effectiveness rating	Monitoring and reviewing *Monitored by whom with the inclusion of details about frequency requirements of monitoring in addition to the final review to occur. Where appropriate can refer to a "risk treatment plan."*
		Consequence	Likelihood of Conseq.	Inherent Risk Rating				Consequence	Likelihood of Conseq.	Residual Risk Rating		
1	• All infrastructure requirements will be identified prior to the event to engage the suitable Contractor; and • All stall holders and Contractors are required to hold a Public Liability based on the level of service they provide .	Moderate	Possible	Medium	Room for Improvement	• Stallholders to pay the fees prior to stall allocations based on the size and number of marquees they require; • All stallholders to provide proof of public liability to Festival Event Manager; • Early sponsorship agreements in place; and • All additional infrastructures will be discussed with the Festival Event Manager and Director of OMATSIA prior to advertising the tender.	OMATSIA Director	Minor	Possible	Medium	Adequate	Regular meetings with Finance team. Regular communication with stallholders and Contractors.
2	• Processing Entertainment applications and payments of 50% prior to the events; and • Liaise with Contracts and Grants Unit on regular bases	Major	Possible	High	Room for Improvement	• Inform the public and participants of the deadlines and closing dates ; • Have regular meetings with Contracts and Grants Unit; • Establish process for payments and indicative timelines. • Communicate regularly with Entertainers.	Festival Event Manager	Moderate	Unlikely	Medium	Adequate	Weekly meetings and reporting to the Festival Director.

Risk Reference	Risk Controls which are currently in place *This field is for the risk controls that already exist and are currently managing the risk*	Risk Rating			Control Effectiveness Rating	Action to be taken *Can include further risk treatment strategies or a rationale behind no further action where rating is rated as "Room for Improvement" or" inadequate."* *Reference can be made to an attaching "cost / benefit analysis" or "risk treatment action plan" for relevant risks.*	Risk Treatment Owner – officer responsible for Management of Risk Treatments	Risk rating following additional risk controls			Control Effectiveness rating	Monitoring and reviewing *Monitored by whom with the inclusion of details about frequency requirements of monitoring in addition to the final review to occur. Where appropriate can refer to a "risk treatment plan."*
		Consequence	Likelihood of Conseq.	Inherent Risk Rating				Consequence	Likelihood of Conseq.	Residual Risk Rating		
4	• Liaise with Electricians and Generators suppliers prior to the event and provide them the final footprint; • Identifying the generator locations prior to Bump In date; and • Undertake comprehensive check on all connections and cables by safety officers and electricians on a regular basis.	Moderate	Possible	Medium	Adequate							
5	• Performers/Stall Holders to identify requirements and final numbers on their application; • Backup stage managers scheduled ; • Infrastructures to be checked making sure all safety elements have been taken into account; and • Information sessions prior to the event.	Major	Possible	High	Room for Improvement	• Appropriate signage in the change rooms and entries of each stage; • Pre briefing of all stallholders and safety information provided; • Stage managers to be briefed about safety issues and concerns; Liaise with sound and lighting service contractor to ensure staff rostering and scheduling is appropriate; and • First aid facilities in place.	Festival Event Manager	Moderate	Unlikely	Medium	Adequate	Festival Event Manager to undertake regular checks and sign off sheet in place for each visit.

6	• All stallholders must hold temporary alcohol licences; and • Regular monitoring by ACT police and Festival Event Managers;	Major	Likely	High	In adequate	• Appropriate signage in each stall selling alcohol; • Promote ID requirement culture; • Information sessions; and • Public awareness through public and social medias;	Festival Event Manager	Moderate	Likely	High	Room for Improvement	Regular stall checks; Undercover inspectors; Action to be taken as soon as issues in find. Liaise with ACT police during the event.
7	• Regular checks by ACT Health during the event; • Stall holders are required to hold food licensing; • Supply adequate power and space by the Festival offices to have cool rooms in place; and • Information sessions.	Major	Likely	High	Room for Improvement	• Compulsory courses for stallholders on food hygiene and handling; and • Quality checks.	Festival Event Manager	Moderate	Possible	Medium	Adequate	Liaise with ACT health officers on site; Prompt actions to be taken; Place a signing sheet for each stall after each visit is done by ACT heath.
8	• Public notices in place prior to the event; • Delivering a letter informing them of the footprint; and • Liaise with Canberra Centre management on regular basis.	Moderate	Possible	Medium	Adequate							
9	• Seeking advice from Contracts and Grants Unit and Shared Services procurement; • Seek advice from Government Solicitor Office	Minor	Unlikely	Medium	Adequate							
10	• Provide residents with useful information that will assist during the Festival such as emergency points and how to access; • Insuring the residences of the area can continue their day to day access to their buildings; • A letter is to issued and mailed out to all residences; • Provide after hour contacts; and • Provide them with a program lists and schedules.	Major	Likely	High	Room for Improvement	• All the stakeholders be informed and mindful of the residences rights and clarify each parties responsibilities while the events is happening; • Waste Management activities be completed before midnight; and • ACT Government parking and access permits to be issued.	Festival Event Manager	Minor	Possible	Medium	Adequate	Record all the Correspondence. Undertake a residence in a satisfactory survey.

Risk Reference	Risk Controls which are currently in place *This field is for the risk controls that already exist and are currently managing the risk*	Risk Rating			Control Effectiveness Rating	Action to be taken *Can include further risk treatment strategies or a rationale behind no further action where rating is rated as "Room for Improvement" or" inadequate."* *Reference can be made to an attaching "cost / benefit analysis" or "risk treatment action plan" for relevant risks.*	Risk Treatment Owner – officer responsible for Management of Risk	Risk rating following additional risk controls			Control Effectiveness rating	Monitoring and reviewing *Monitored by whom with the inclusion of details about frequency requirements of monitoring in addition to the final review to occur. Where appropriate can refer to a "risk treatment plan."*
		Consequenc	Likeli	Inherent				Conse	Likeli	Residual		
11	• Liaise with the contractors and seek their alternative and backup options; • Contractual terms and conditions outline dates/times required for Bump In and Bump Out • Contractor to take the liability of delivery and pack-up.	Moderate	Possible	Medium	Adequate							
12	• Liaise with Road ACT and provide them with a foot print; • Safety logistics officers to identify the signs needed during the Festival; and • Licensed traffic controllers in Place.	Minor	Likely	Medium	Adequate							

ATTACHMENT J

EVALUATION PLAN

1. EVALUATION PLAN

AIM

This Evaluation Plan details the project timetable, the evaluation methodology and evaluation criteria by which offers received will be evaluated. The Request for Tender or other documents will include the evaluation criteria and methodology as set out here unless otherwise agreed by the delegate.

2. EVALUATION TEAM

The Evaluation Team has been formed to evaluate the Tender for the project. All members of the Evaluation Team are aware of their responsibilities, the need to demonstrate impartiality and equity to all Tenderers.

ROLE

Position	Name	Title	Directorate
Chair	Jancye Winter	Senior Manager Office of Multicultural Affairs/Project Manager National Multicultural Festival	Community Services Directorate
Member	Brent Fitzsimmons	Manager, Community Facilities Asset Maintenance Branch	Community Services Directorate
Member	Damian Howe	A/Assistant Manager Property Management Asset Maintenance Branch	Community Services Directorate

The Evaluation Team will be responsible for:

a) maintaining probity;

b) evaluating the Tender in accordance with the criteria and methodology;

c) documenting the evaluation process;

d) preparing an evaluation report;

e) seeking Director General or Delegate approval to proceed with a contract with the preferred Tenderer; and

f) debriefing unsuccessful Tenderers.

3. SPECIALIST ADVICE AND SUPPORT

The Evaluation Team may, as required, utilise specialist advice to assist in the evaluation process. The areas of expertise may include:

a) technical analysis;

b) Probity; and

c) legal issues (Government Solicitors Office).

4. LATE TENDERS

Tenders lodged after the closing time and date will be opened and registered separately.
Late tenders and incomplete tenders may be admitted to evaluation at the absolute discretion of the Territory. In deciding whether to admit a late Tender for evaluation, the Territory may take into account any factors it considers relevant, including without limitation:

a) whether the late Tender is likely to have had an opportunity to obtain some unfair advantage from late tender;

b) how late the Tender is, the reasons given for lateness and evidence available;

c) whether the Tender was mishandled by the Territory, by an official postal service or by a reputable delivery service; and

d) evidence of unfair practices.

5. ASSESSMENT CRITERIA

ASSESSMENT

5.1 Value for Money

In evaluating Tenders the Territory has as its objective the attainment of best value for money and not necessarily the lowest price. Apart from conformity with the requirements of this RFT, the Territory will evaluate Tenders in accordance with the criteria outlined below.

5.2 Nominating Goods/Services

Tenderers are to nominate which of the following services they are tendering for by completing the Nomination for Tendering of Services form.

1. Provision of Sound and Lighting;
2. Provision of Generators and electrical services;
3. Provision of Marquees And Change Rooms;
4. Supply and install appropriate staging and platforms;
5. Security Services;
6. Traffic Management Services;
7. Portable Toilets; and
8. Waste Management Services.

Note: Assessable Criteria are to be completed for each category of service tendered.

5.3 Assessment Criteria

THRESHOLD CRITERIA	MET/NOT MET
Compliancewith all required Legislation and Regulations Tenderers are to provide copies of all applicable licenses required for the safe and proper delivery of the Services . Tenderers that do not meet the above threshold criterion will be regarded as nonconforming and its Tender will be set aside and will not be considered for further assessment against the remaining Assessment Criteria.	**Met/Not Met**
WEIGHTED CRITERIA	**Weighting %**
Tenderers are to detail and provide evidence against the following:	
Service Delivery Model	**50%**
1. Tenderers are to outline their proposed service delivery model which details: (a) their understanding of the principles and practice of the public events and its potential to achive the best outcomes for the Festival; and (b) the proposed methodology to deliver the Services, the implementation plan and key milestones indicating dates for service commencement and a proposed schedule for Bump In and Bump Out.	20
2. Tenderers are to detail the Risk Management Strategy for service establishment and delivery.	20
3. Tenderers to detail how they will meet the Festival deadlines.	10
Social Procurement	**10%**
4. Tenders are to outline how they address the following elements of social procurement and community benefits outcomes they will support. Examples include: (a) employment of people from disadvantaged groups (people with mental illness or disabilities); (b) employment of people from a minority group (refugees, migrants and/ or Aboriginals or Torres Strait Islander backgrounds); (c) employment of people who have been unemployed long term; (d) people from culturally and linguistically diverse backgrounds;	

and (e) a description of any other social outcomes not already detailed. This criteria will be evaluated in terms of the Tenderers ability to provide the Territory with the best social outcomes	
Personnel Tenderers are to outline the experience and qualifications of current core personnel who will be involved in establishing and overseeing program delivery and who will be employed to deliver the services.	**20%**
Experience in undertaking major events. Tenderers are to outline the experience of their company in undertaking major events.	**20%**
Total	**100.%**
NON-WEIGHTED CRITERIA	
1. Pricing Schedule Tenderers are to provide a detailed breakdown of costs to deliver the nominated service.	
2. Referees Tenderers are to provide contact details of two (2) referees, including name, address and telephone number. Referees need to be able to attest to the capacity of the Tenderer against each of the Assessment Criteria. The Evaluation Team may seek verbal or written reports from referees.	

6. EVALUATION PROCESS

All Tenderers will be assessed using the methodology outlined below:

a) Tenderers will be assessed for formal compliance with the requirements of the RFT.

b) Assessment for formal compliance will include the following factors:

(i) receipt of Tender prior to the closing date and time;

(ii) compliance with the draft conditions of contract;

(iii) Tender of a completed Declaration by Tenderers;

(iv) a letter of Compliance from the Equal Opportunity for Women in the Workplace Agency if the Tenderer has been named as non-compliant under the *Equal Opportunity for Women in the Workplace Act 1999* (Cwlth) in the period twelve months prior to the closing date for Tenderers; if applicable; and.

c) A Tenderer that is:

(i) at variance with or does not respond to or does not fully comply with any requirement of this RFT;

(ii) unable to meet the minimum standards of qualifications for personnel;

(iii) unable to meet the Insurance requirements; or

(iv) contains erasures or is illegible, may be deemed to be non-conforming.

d) The Territory may, in respect of a Tenderer that is nonconforming or which has been deemed by the Territory to be non-conforming:

(i) reject and not further consider the Tender;

(ii) ignore any non-conformance in the Tender; or

(iii) if possible without impacting on the probity of the procurement process allow the Tenderer to correct the non-conformance in the form of a Request for Clarification or Notice of Important Information.

e) Tenders will be assessed against the Threshold Critieria. Tenderers that fail to meet the Threshold Criteria will not advance in the assessment.

f) The Assessable Criteria will be evaluated by individual evaluation team members and rated a score out of 10. The Evaluation Team will then meet and reach a consensus score for each tender. The Evaluation Team will discuss any discrepancies between the scores. If a consensus score cannot be agreed for a tender to a particular sub criterion, the individual scores will be averaged to determine the agreed score.

g) The agreed Evaluation Team scores will then be multiplied by the corresponding criteria weightings to obtain a weighted score against each sub criterion for each Tender. The individual weighted scores against each sub criterion will then be summed to obtain a total weighted score for each Tender.

h) The Chairperson of the Evaluation Team may standardise a series of questions relevant to the Statement of Requirements, which will be asked of nominated referees to verify information supplied by shortlisted Tenderers if required.

i) A financial analysis/viability check may be undertaken by a third party on one or more Tenderer(s) and a report included in the evaluation report.

j) A risk assessment of each Tender will be undertaken on any obtained referee reports and the financial analysis/viability check.

k) The initial weighted score of Tenderers may be adjusted to reflect risk and issues identified from referee reports or the financial analysis.

l) Pricing envelopes will be opened and the proposed pricing schedule will be documented in the evaluation report for consideration by the Delegate.

m) The total score will then be applied to the "Value for Money" model.

n) " To enable the VFM comparison to be made, the total weighted score for each Tender is divided into the price to determine the Tenderers value for money index.

o) The Evaluation Team will prepare an evaluation report identifying the preferred Tenderer for each Service, based on the overall best value for money and acceptable risk to the Territory.

7. EVALUATION REPORT

The Evaluation Team will prepare the following information for inclusion with the Evaluation Report;

a) background to the process;

b) the evaluation process, including comments and scores against each criterion;

c) the order of preference of Tenderers;

d) value for money;

e) proposed methods for management of risks;

f) fidentification of any issues which should be resolved by negotiation; and

g) recommendations to the approving delegate.

8. POST TENDER CLARIFICATIONS/PRESENTATIONS

The Evaluation Team may seek in writing clarification of Tenderers received. All clarifications must be fully documented and appropriately filed. The Evaluation Team may request short listed Tenderers to make a presentation in support of their Tender. All results of the presentation will be fully documented and considered in the finalisation of the evaluation scoring process.

9. LETTERS OF DECLINE/DEBRIEFINGS

Tenderers will be appraised of the outcome of the RFT process through letters of decline. Letters of decline will include the following information:

a) a statement demonstrating the Territory's appreciation for the Tender received;

b) a statement demonstrating the Territory's regret that they were unsuccessful on this occasion;

c) advice of public notification on the "Contracts Register"; and.

d) encouragement to submit offers in the future; and an offer to debrief.

2013/9540

Urlich, Toni

From: salar.ayoubi@act.gov.au
Sent: Friday, 12 July 2013 4:39 PM
To: Shared Services, ACT Record Services
Cc: Ayoubi, Salar
Subject: Request for new file

Mail from: http://intact/apps/RecordServices/request/
fileType: **new**
closePart:
AmendTitle:
origDept: **COMMUNITY SERVICES DIRECTORATE - CSD**
origBranch: **POLICY AND ORGANISATIONAL SERVICES**
origSection: **MULTICULTURAL AFFAIRS**
origGroup: **National Multicultural Festival**
mdb: **TVKAAA**
tvkFunction: **COMMUNITY RELATIONS**
tvkActivity: **Events**
sentence: **001.043.001 (NI2009-358 - TARDiS - Community Relations Records) Retain as Territory Archives**
tvkSubject: **Multicultural Festival**
freeText: **2014-2016 National Multicultural festival-Procurement and Tender Process (Part A)**
crossRef:
class: **In-Confidence**
inConfidenceType: **Select Caveat**
National:
authName:
authTitle:
authDesignation:
limitedAccessOfficer:
createdBy: **Salar**
createdByPhone: **71380**
createDate: **12/07/2013**
physicalLocation: **Level 2 North Building 180 London Circuit City**
actionOfficer:
notes:
submitted on: **12/07/2013** by: **ACTGOV\Salar Ayoubi**
[Open in MSWord] to http://intact:80/apps/RecordServices/request/Default.asp
Len(request.Form) = 784