

Freedom of Information Request – FOI Act, s41

Documents – Schedule 5

File 2013/11064 – Procurement NMF – provision of Goods and Services Request for Quotation 22416.110 Part 2

Folio no	Date	Document	Status	Reason for Exemption
File request form				
1-4	20/8/2013	Email – NMF – Pricing Schedule	Partial release	FOI Act, s45 and s43
5-93	6/8/2013	Tender documents	Exempt in full	FOI Act, s43
94-138	31/7/2013	Tender documents	Exempt in full	FOI Act, s43
139-149	8/8/2013	Tender documents	Exempt in full	FOI Act, s43
150-184	8/8/2013	Tender documents	Exempt in full	FOI Act, s43
189-315	Undated	Tender documents	Exempt in full	FOI Act, s43
316-360	Undated	Tender documents	Exempt in full	FOI Act, s43
361-364	20/8/2013	Email – NMF – Pricing Schedule	Partial release	FOI Act, s45 and s43
365-403	8/8/2013	Tender documents	Exempt in full	FOI Act, s43
404-431	7/8/2013	Tender documents	Exempt in full	FOI Act, s43
432-433	11/9/2013	Email – RE: pricing Schedule – NMF and 27 pages of attachments (not folioed)	Full release	
434-434 c)	12/8/2013	Email - 22416.110 – National Multicultural Festival 2014-2016 and attachments	Partial release	FOI Act, s45
435-436	5/8/2013	Email – RE: Evaluation Team member	Full release	
437-438	13/8/2013	Email – RE: NMF Tender process	Full release	
439-449	13/8/2013	Email – FW: and attachments (confidentiality forms)	Full release	

Folio no	Date	Document	Status	Reason for Exemption
450-451	18/7/2013	Email – RE: 2014-16 multicultural Tender – Waste	Full release	
452-453	19/8/2013	Email – FW: RFQ – General for all goods and services V5-21062013SA	Partial release	FOI Act, s41
454-488	Undated	Various evaluation assessment forms	Exempt in full	FOI Act, s43
File divider				
489-499	19/9/2013	Evaluation report	Exempt in full	FOI Act, s43
File divider				
500	26/9/2013	Email – FW: National Multicultural Festival public tenders	Full release	
501-511	27/9/2013	Correspondence to unsuccessful tenders	Partial release	FOI Act, s45
512-523	27/9/2013	Correspondence to successful tenders	Full release	
File divider				
File cover page				

CORRESPONDENCE

EVALUATION REPORT

EVALUATION WORKSHEETS

TENDERER'S PROPOSAL CONT.

REQUEST FOR TENDER
- ADDENDUM



9 13283501050737

OFFICELEMENTS Manila Bright Dividers 5 Tab A4 - Made in China - Re-order code: 1314068



Mr Brendan Read
Managing Director
W.R Electrical Pty Ltd trading as
Affinity Electrical Technologies
53 Grimwade Street
MITCHELL ACT 2911

Dear Mr Read

REQUEST FOR QUOTATION No. 22416

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – GENERATORS AND ELECTRICAL SERVICES**

I refer to the Request For Quotation 22416.110 submitted in the name of W.R Electrical Pty Ltd Trading As Affinity Electrical Technologies (**Organisation**).

The Tenders proposal lodged in response to the (**RFQ**) for the Provision of Goods and Services for the 2014-2016 National Multicultural Festival – Generators and Electrical Services, have been evaluated in accordance with the RFQ.

Following the conclusion of the evaluation process, your Organisation has been identified as the preferred tenderer.

In accordance with section 9.2 of the *Standard Conditions of Tender – Services* the Australian Capital Territory (**Territory**) wishes to commence contract negotiations with your Organisation. If the Territory and your Organisation are unable to successfully negotiate a contract by 31 October 2013, or such other date agreed by the Territory, the Territory may, at any time, discontinue contract negotiations with your Organisation.

In anticipation of your Organisation's agreement to proceed to contract negotiation, you are requested to present to Ms Jancye Winter, Senior Manager Multicultural Affairs the following insurance documentation, including receipt of payment, within 14 days from the date of this letter:

- a) public liability insurance to a value of \$20,000,000.00 in respect of each occurrence;
- b) workers' compensation insurance to the extent required by any law applicable in the Territory.

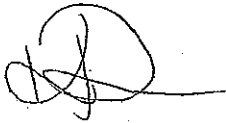
522

Certificates of Currency for the required insurances listed above must be presented to this office prior to the execution of a successfully negotiated contract by the Territory.

This letter does not legally bind the Territory. As outlined in section 9.3 of the Standard Conditions of Tender – Services, no legal obligations arise between the Territory and your Organisation until the Territory has executed a contract substantially in the form of contract listed in the RFQ.

The Territory officer responsible for the administration of this process is Ms Jancye Winter, Senior Manager Multicultural Affairs and can be contacted by telephone on (02) 6205 3153 or email jancye.winter@act.gov.au.

Yours sincerely



Kristie Perrin
Manager
Contracts and Grants Unit
Community Services Directorate

27 September 2013



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

Dear Mr Webber

REQUEST FOR QUOTATION No. 22416

PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – WASTE MANAGEMENT

I refer to the Request For Quotation 22416.110 submitted in the name of Spotless Facility Services Pty Ltd (**Organisation**).

The Tenders proposal lodged in response to the (**RFQ**) for the Provision of Goods and Services for the 2014-2016 National Multicultural Festival – Waste Management, have been evaluated in accordance with the RFQ.

Following the conclusion of the evaluation process, your Organisation has been identified as the preferred tenderer.

In accordance with section 9.2 of the *Standard Conditions of Tender – Services* the Australian Capital Territory (**Territory**) wishes to commence contract negotiations with your Organisation. If the Territory and your Organisation are unable to successfully negotiate a contract by 31 October 2013, or such other date agreed by the Territory, the Territory may, at any time, discontinue contract negotiations with your Organisation.

In anticipation of your Organisation's agreement to proceed to contract negotiation, you are requested to present to Ms Jancye Winter, Senior Manager Multicultural Affairs the following insurance documentation, including receipt of payment, within 14 days from the date of this letter:

- a) public liability insurance to a value of \$20,000,000.00 in respect of each occurrence;
- b) workers' compensation insurance to the extent required by any law applicable in the Territory.

520

Certificates of Currency for the required insurances listed above must be presented to this office prior to the execution of a successfully negotiated contract by the Territory.

This letter does not legally bind the Territory. As outlined in section 9.3 of the Standard Conditions of Tender – Services, no legal obligations arise between the Territory and your Organisation until the Territory has executed a contract substantially in the form of contract listed in the RFQ.

The Territory officer responsible for the administration of this process is Ms Jancye Winter, Senior Manager Multicultural Affairs and can be contacted by telephone on (02) 6205 3153 or email jancye.winter@act.gov.au.

Yours sincerely



Kristie Perrin
Manager
Contracts and Grants Unit
Community Services Directorate

27 September 2013



ACT
Government
Community Services

519

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

Dear Mr Papanicolaou

REQUEST FOR QUOTATION No. 22416

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – SECURITY SERVICES**

I refer to the Request For Quotation 22416.110 submitted in the name of Sydney Night Patrol & Inquiry Co Pty Ltd (**Organisation**).

The Tenders proposal lodged in response to the (**RFQ**) for the Provision of Goods and Services for the 2014-2016 National Multicultural Festival – Security Services, have been evaluated in accordance with the RFQ.

Following the conclusion of the evaluation process, your Organisation has been identified as the preferred tenderer.

In accordance with section 9.2 of the *Standard Conditions of Tender – Services* the Australian Capital Territory (**Territory**) wishes to commence contract negotiations with your Organisation. If the Territory and your Organisation are unable to successfully negotiate a contract by 31 October 2013, or such other date agreed by the Territory, the Territory may, at any time, discontinue contract negotiations with your Organisation.

In anticipation of your Organisation's agreement to proceed to contract negotiation, you are requested to present to Ms Jancye Winter, Senior Manager Multicultural Affairs the following insurance documentation, including receipt of payment, within 14 days from the date of this letter:

- a) public liability insurance to a value of \$20,000,000.00 in respect of each occurrence;
- b) workers' compensation insurance to the extent required by any law applicable in the Territory.

Certificates of Currency for the required insurances listed above must be presented to this office prior to the execution of a successfully negotiated contract by the Territory.

This letter does not legally bind the Territory. As outlined in section 9.3 of the Standard Conditions of Tender – Services, no legal obligations arise between the Territory and your Organisation until the Territory has executed a contract substantially in the form of contract listed in the RFQ.

The Territory officer responsible for the administration of this process is Ms Jancye Winter, Senior Manager Multicultural Affairs and can be contacted by telephone on (02) 6205 3153 or email jancye.winter@act.gov.au.

Yours sincerely



Kristie Perrin
Manager
Contracts and Grants Unit
Community Services Directorate

27 September 2013



ACT
Government

Community Services

517

Mr Mark Harris
Sales Manager
MYKIKI Pty Limited trading as
Festival Hire (N.S.W) Pty Limited
PO Box 4038
STRATHFIELD SOUTH NSW 2136

Dear Mr Harris

REQUEST FOR QUOTATION No. 22416

PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – MARQUEES AND CHANGE ROOMS AND
STAGING AND PLATFORMS

I refer to the Request For Quotation 22416.110 submitted in the name of MYKIKI Pty Limited trading as Festival Hire (N.S.W) Pty Limited (**Organisation**).

The Tenders proposal lodged in response to the (**RFQ**) for the Provision of Goods and Services for the 2014-2016 National Multicultural Festival – Marquees and Change Rooms and Staging and Platforms, have been evaluated in accordance with the RFQ.

Following the conclusion of the evaluation process, your Organisation has been identified as the preferred tenderer.

In accordance with section 9.2 of the *Standard Conditions of Tender – Services* the Australian Capital Territory (**Territory**) wishes to commence contract negotiations with your Organisation. If the Territory and your Organisation are unable to successfully negotiate a contract by 31 October 2013, or such other date agreed by the Territory, the Territory may, at any time, discontinue contract negotiations with your Organisation.

In anticipation of your Organisation's agreement to proceed to contract negotiation, you are requested to present to Ms Jancye Winter, Senior Manager Multicultural Affairs the following insurance documentation, including receipt of payment, within 14 days from the date of this letter:

- a) public liability insurance to a value of \$20,000,000.00 in respect of each occurrence;

- b) workers' compensation insurance to the extent required by any law applicable in the Territory.

Certificates of Currency for the required insurances listed above must be presented to this office prior to the execution of a successfully negotiated contract by the Territory.

This letter does not legally bind the Territory. As outlined in section 9.3 of the Standard Conditions of Tender – Services, no legal obligations arise between the Territory and your Organisation until the Territory has executed a contract substantially in the form of contract listed in the RFQ.

The Territory officer responsible for the administration of this process is Ms Jancye Winter, Senior Manager Multicultural Affairs and can be contacted by telephone on (02) 6205 3153 or email jancye.winter@act.gov.au.

Yours sincerely



Kristie Perrin
Manager
Contracts and Grants Unit
Community Services Directorate

27 September 2013



ACT
Government
Community Services

515

Mr Chris Neal
Manager
Eclipse Lighting and Sound Pty Ltd
PO Box 325
ERINDALE CENTRE ACT 2903

Dear Mr Neal

REQUEST FOR QUOTATION No. 22416

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – SOUND AND LIGHTING**

I refer to the Request For Quotation 22416.110 submitted in the name of Eclipse Lighting and Sound Pty Ltd (**Organisation**).

The Tenders proposal lodged in response to the (**RFQ**) for the Provision of Goods and Services for the 2014-2016 National Multicultural Festival – Sound and Lighting, have been evaluated in accordance with the RFQ.

Following the conclusion of the evaluation process, your Organisation has been identified as the preferred tenderer.

In accordance with section 9.2 of the *Standard Conditions of Tender – Services* the Australian Capital Territory (**Territory**) wishes to commence contract negotiations with your Organisation. If the Territory and your Organisation are unable to successfully negotiate a contract by 31 October 2013, or such other date agreed by the Territory, the Territory may, at any time, discontinue contract negotiations with your Organisation.

In anticipation of your Organisation's agreement to proceed to contract negotiation, you are requested to present to Ms Jancye Winter, Senior Manager Multicultural Affairs the following insurance documentation, including receipt of payment, within 14 days from the date of this letter:

- a) public liability insurance to a value of \$20,000,000.00 in respect of each occurrence;
- b) workers' compensation insurance to the extent required by any law applicable in the Territory.

Certificates of Currency for the required insurances listed above must be presented to this office prior to the execution of a successfully negotiated contract by the Territory.

This letter does not legally bind the Territory. As outlined in section 9.3 of the Standard Conditions of Tender – Services, no legal obligations arise between the Territory and your Organisation until the Territory has executed a contract substantially in the form of contract listed in the RFQ.

The Territory officer responsible for the administration of this process is Ms Jancye Winter, Senior Manager Multicultural Affairs and can be contacted by telephone on (02) 6205 3153 or email jancye.winter@act.gov.au.

Yours sincerely



Kristie Perrin
Manager
Contracts and Grants Unit
Community Services Directorate

2) September 2013



Ms Cherrie Climas
Manager
Canberra Hire Pty Ltd
PO Box 631
MITCHELL ACT 2911

Dear Ms Climas

REQUEST FOR QUOTATION No. 22416

PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – PORTABLE TOILETS, PARENT AND
OPERATION ROOMS

I refer to the Request For Quotation 22416.110 submitted in the name of Canberra Hire Pty Ltd (**Organisation**).

The Tenders proposal lodged in response to the (**RFQ**) for the Provision of Goods and Services for the 2014-2016 National Multicultural Festival – Portable Toilets, Parent and Operation Rooms have been evaluated in accordance with the RFQ.

Following the conclusion of the evaluation process, your Organisation has been identified as the preferred tenderer.

In accordance with section 9.2 of the *Standard Conditions of Tender – Services* the Australian Capital Territory (**Territory**) wishes to commence contract negotiations with your Organisation. If the Territory and your Organisation are unable to successfully negotiate a contract by 31 October 2013, or such other date agreed by the Territory, the Territory may, at any time, discontinue contract negotiations with your Organisation.

In anticipation of your Organisation's agreement to proceed to contract negotiation, you are requested to present to Ms Jancye Winter, Senior Manager Multicultural Affairs the following insurance documentation, including receipt of payment, within 14 days from the date of this letter:

- a) public liability insurance to a value of \$20,000,000.00 in respect of each occurrence;
- b) workers' compensation insurance to the extent required by any law applicable in the Territory.

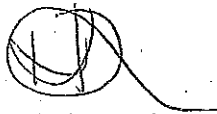
512

Certificates of Currency for the required insurances listed above must be presented to this office prior to the execution of a successfully negotiated contract by the Territory.

This letter does not legally bind the Territory. As outlined in section 9.3 of the Standard Conditions of Tender – Services, no legal obligations arise between the Territory and your Organisation until the Territory has executed a contract substantially in the form of contract listed in the RFQ.

The Territory officer responsible for the administration of this process is Ms Jancye Winter, Senior Manager Multicultural Affairs and can be contacted by telephone on (02) 6205 3153 or email jancye.winter@act.gov.au.

Yours sincerely



Kristie Perrin
Manager
Contracts and Grants Unit
Community Services Directorate

7 September 2013



ACT
Government

Community Services

511

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – MARQUEES AND CHANGE ROOMS AND
STAGING AND PLATFORMS**

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The Tender assessed as providing best value for money to the Territory for the above requirement was submitted by MYKIKI Pty Limited trading as Festival Hire (N.S.W.) Pty Limited.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
Community Service Directorate

September 2013



ACT
Government

Community Services

510

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – TRAFFIC MANAGEMENT SERVICES**

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
Community Service Directorate

2) September 2013



ACT

Government

Community Services

509

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – SECURITY SERVICES**

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The Tender assessed as providing best value for money to the Territory for the above requirement was submitted by Sydney Night Patrol & Inquiry Co Pty Ltd.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin

Manager

Contracts and Grants Unit

Community Service Directorate

2) September 2013



ACT

Government

Community Services

508

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – TRAFFIC MANAGEMENT SERVICES**

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin

Manager

Contracts and Grants Unit

Community Service Directorate

27 September 2013



ACT
Government

Community Services

507

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – TRAFFIC MANAGEMENT SERVICES**

Thank you for submitting a tender for the above Request for Tender:

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
Community Service Directorate

27 September 2013



ACT
Government
Community Services

506

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110
PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – SECURITY SERVICES

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The Tender assessed as providing best value for money to the Territory for the above requirement was submitted by Sydney Night Patrol & Inquiry Co Pty Ltd.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
Community Service Directorate

27 September 2013



ACT

Government

Community Services

505

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – SECURITY SERVICES**

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The Tender assessed as providing best value for money to the Territory for the above requirement was submitted by Sydney Night Patrol & Inquiry Co Pty Ltd.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin

Manager

Contracts and Grants Unit

Community Service Directorate

07 September 2013



45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110
PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – SOUND AND LIGHTING

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The Tender assessed as providing best value for money to the Territory for the above requirement was submitted by Eclipse Lighting and Sound Pty Ltd.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153 or email Jancye.winter@act.gov.au.

Yours sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
Community Service Directorate

September 2013



ACT
Government

Community Services

503

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110
PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – MARQUEES AND CHANGE ROOMS AND
STAGING AND PLATFORMS

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The Tender assessed as providing best value for money to the Territory for the above requirement was submitted by MYKIKI Pty Limited trading as Festival Hire (N.S.W.) Pty Limited.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
Community Service Directorate

September 2013



ACT

Government

Community Services

502

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – MARQUEES AND CHANGE ROOMS**

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The Tender assessed as providing best value for money to the Territory for the above requirement was submitted by Festival Hire.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin

Manager

Contracts and Grants Unit

Community Service Directorate

2) September 2013



ACT

Government

Community Services

501

45

LETTER OF DECLINE

REQUEST FOR TENDER No. 22416.110

**PROVISION OF GOODS AND SERVICES FOR THE 2014-2016
NATIONAL MULTICULTURAL FESTIVAL – SECURITY SERVICES**

Thank you for submitting a tender for the above Request for Tender.

The Australian Capital Territory (Territory) regrets to inform you that your tender has been unsuccessful on this occasion.

The Tender assessed as providing best value for money to the Territory for the above requirement was submitted by Sydney Night Patrol & Inquiry Co Pty Ltd.

The ACT Government appreciates your interest in tendering and encourages you to tender for similar requirements in the future.

If you wish to receive a debriefing, please contact Ms Jancye Winter, Senior Manager Multicultural Affairs on telephone number (02) 6205 3153 or email jancye.winter@act.gov.au.

If you require further information, please contact Ms Jancye Winter on (02) 6205 3153.

Yours sincerely

Kristie Perrin

Manager

Contracts and Grants Unit

Community Service Directorate

2) September 2013

Mitchell, Malcome

500

From: Hall, Caroline
Sent: Thursday, 26 September 2013 8:32 AM
To: Perrin, Kristie
Cc: Mitchell, Malcome
Subject: FW: National Multicultural Festival public tenders

From: Whitten, Meredith
Sent: Thursday, 26 September 2013 8:32 AM
To: Chapman, Sue; Callen, Michelle; Hall, Caroline
Subject: National Multicultural Festival public tenders

Deputy Director-General

As delegate, I have signed the Tender Evaluation Report for the provision of goods and services for the 2014-16 National Multicultural Festival.

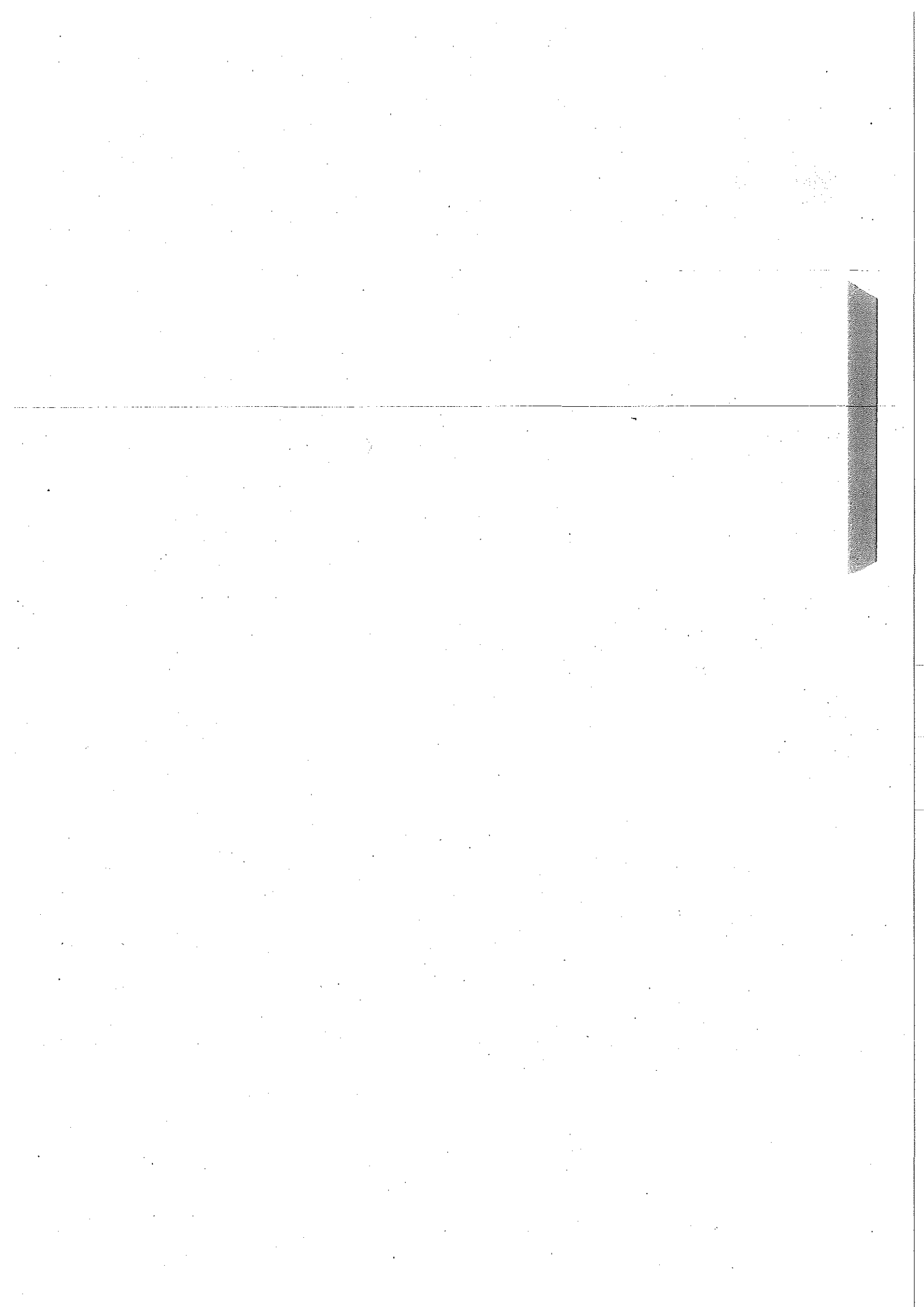
The tender is for:

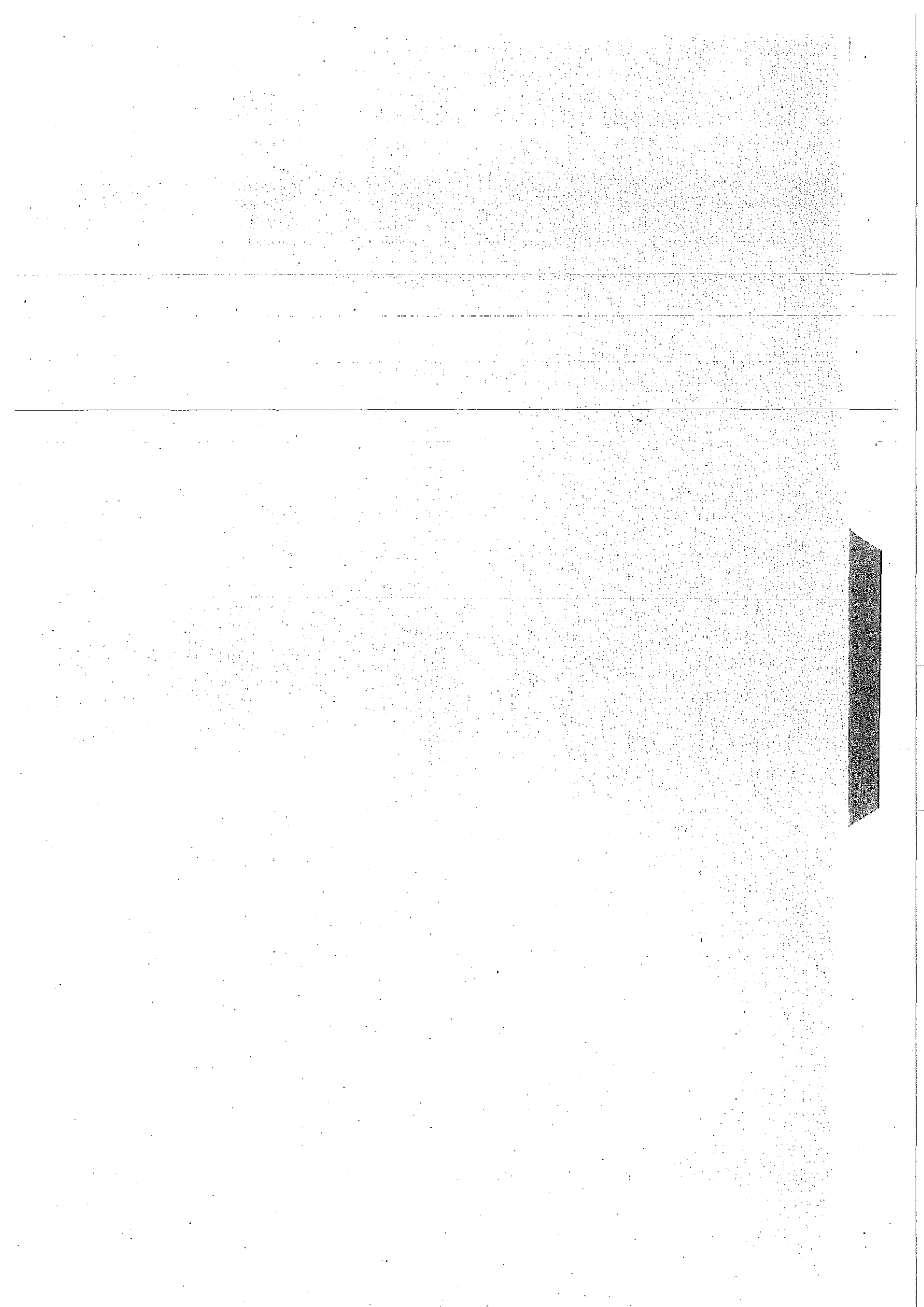
- Portable toilets;
- Security services;
- Stage and platform and marquees and change room services;
- Waste management services; and
- Generators and electrical services.

Traffic management services will be re-tendered and the statement of requirements will be revised.

The total value of the tenders over 3 years is \$1.680m.

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 |





Mitchell, Malcome

453

From: Malouf, Ros
Sent: Monday, 19 August 2013 9:16 AM
To: Mitchell, Malcome
Subject: FW: RFQ- General for all goods and Services V5- 21062013SA

Malcome,

Here this the feedback re the NMC festival contract.

Regards

Ros Malouf

From: Malouf, Ros
Sent: Monday 19 August 2013 08:59
To: Winter, Jancye
Cc: Cooper, Shelley; Scott, CarlyM
Subject: RE: RFQ- General for all goods and Services V5- 21062013SA

Jancye,

I have read the documents for the festival and have the following feedback for inclusion. My senior management have expressed concerns about the recycling from the festival not being sent to a recycling facility in previous years. Ongoing support by the ACTSmart Public Event program cannot be ensured if efforts of both yourselves and our team are not realised with recycling captured getting to appropriate facility. Therefore I have suggested some contract payments be linked to the proof of this recycling, this will give you a level of comfort that all your hard work with waste management at the festival will not be in vein. Any suggestions or inclusions should be checked by the government legal team.

1. Tie the final payment to the performance of the recycling schedule or add penalties for non compliance (ensure contract has a retention payment held back post event to make sure this is viable. Recycling schedule should be set in consultation with the contractor but may be a percentage of total waste and the ACTSmart team can help you decide on a realistic percentage.
2. Confirmation by waste contractor, in writing and prior to the event, that an appropriate facility has agreed to be open to accept material from the festival.
3. A full schedule of bin numbers, placement and collection plan by the contractor must be agreed between parties prior to the event.
4. Final payment is linked to final waste/recycling report being supplied to event organisers.
5. Appendix 6 Item 1 - is this a get out clause, waste contractor could well sabotage the efforts of the recycling and this appears to get Cleanevent out of liability - legal people can confirm this.
6. Any contract between Cleanevent and waste contractor must mirror conditions in this contract.
7. Consider putting a Cleanevent staff member in the truck to accompany all recycling roll on loads to the recycling facility and copying (take photo on phone) of docket to authenticate correct disposal.

Our team observed how hard Cleanevent worked in the 2013 event and believe they were let down by their subcontractors. Hopefully this can be avoided with the contract prior to the event.

Let me know if you have any questions.

I am out of the office today but can be contacted on my mobile

41

Regards

452

Ros Malouf

From: Cooper, Shelley
Sent: Thursday 15 August 2013 16:50
To: Malouf, Ros
Subject: FW: RFQ- General for all goods and Services V5- 21062013SA

In case you need it!

From: Winter, Jancye
Sent: Thursday, 15 August 2013 4:20 PM
To: Cooper, Shelley
Subject: RFQ- General for all goods and Services V5- 21062013SA

451

Mitchell, Malcome

From: Ayoubi, Salar
Sent: Thursday, 18 July 2013 12:01 PM
To: Perrin, Kristie; Mitchell, Malcome; Mirenda, Emma
Cc: Winter, Jancye
Subject: RE: 2014-16 Multicultural Tender- Waste

Thanks Kristie;
Much appreciate it.

Regards,

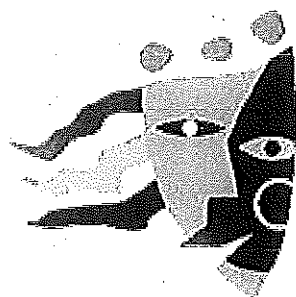
Salar Ayoubi
Office of Multicultural Affairs/National Multicultural Festival

Phone: +61 2 6207 1380

Email: salar.ayoubi@act.gov.au

Office of Multicultural Affairs | Community Services Directorate | ACT Government

Level 2 North Building 180 London Circuit City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



National
Multicultural
Festival
Canberra

From: Perrin, Kristie
Sent: Thursday, 18 July 2013 11:48 AM
To: Ayoubi, Salar; Mitchell, Malcome; Mirenda, Emma
Cc: Winter, Jancye
Subject: 2014-16 Multicultural Tender- Waste
Importance: High

Hi Salar,

Once the tenders have closed, a list of the waste tender/s will be provide to Shelley and she will be required to sign a confidentially and conflict of interest form before receive a copies of only waste tender/s submissions. Shelley will be required to provide her matter expert advice against each tender/s before the evaluation team meet. Shelley's matter expert advice will be part of the evaluation process for the waste tender/s and this be part of the evaluation report provide to the delegate.

Shelley will not be at the evaluation team meeting.

If you have any queries, please let me know.

Regards
Kristie

Kristie Perrin | Manager

From: Ayoubi, Salar
Sent: Thursday, 18 July 2013 11:21 AM
To: Mirenda, Emma
Cc: Mitchell, Malcome; Winter, Jancye
Subject: 2014-16 Multicultural Tender- Waste
Importance: High

Hi Emma;

In relation to 2014-16 National Multicultural Festival, during the evaluation period we wish to have an officer from Environment and Sustainable Development Directorate (Shelley Cooper) who is the subject matter expert around waste-tender and have a great understanding of the Festival. Shelley is not on the evaluation team but the Chair of the panel, Jancye Winter would like to benefit from a subject matter expert to select the best tender for waste as this always been a critical risk to the event.

The question is:

1. Can we invite Shelley just to be there while the waste tenderers get evaluated;
2. If not what is the alternative way to get Shelley to assist us in this process and select the best tenderer.

I really appreciate your prompt action on this.

Regards,

Salar Ayoubi

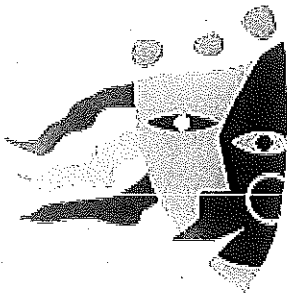
Office of Multicultural Affairs/National Multicultural Festival

Phone: +61 2 6207 1380

Email: salar.ayoubi@act.gov.au

Office of Multicultural Affairs | Community Services Directorate | ACT Government

Level 2 North Building 180 London Circuit City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



National
Multicultural
Festival
Canberra

449

Mitchell, Malcome

From: Cooper, Shelley
Sent: Tuesday, 13 August 2013 12:56 PM
To: Mitchell, Malcome
Subject: FW:
Attachments: 20130813124422420.pdf; Ros confidentiality.pdf

Hi Malcome,

please find attached the confidentiality agreements for myself and my boss Ros Malouf to view waste tender documents for the National Multicultural Festival.

We have no conflicts,

Kind Regards

Shelley Cooper

-----Original Message-----

From: shelley cooper [<mailto:shelley.cooper@act.gov.au>]
Sent: Tuesday, 13 August 2013 12:44 PM
To: Cooper, Shelley
Subject:

This E-mail was sent from "DPMB02L02P04" (Aficio MP C4000).

Scan Date: 13.08.2013 12:44:22 (+1000)
Queries to: DPMB02L02P04@act.gov.au

To: Australian Capital Territory
(represented by the
Commerce and Works Directorate
Attention: Project Manager, Emma Mirenda)

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, Ras Malouf of
print full name
Business Unit, ESPP, Sustainability Program
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory ("Territory") public service, am involved in meetings, consultations, the expressions of interest and/or request for proposals or tenders process and/or other activities associated ("Activities") relation to National Multicultural Festival 2014-2016 ("Project"), being conducted by the Territory.

2. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be a party to a range of discussions and have access to a range of material and information, including copies of material and information ("Information") concerning the Project.

3. I undertake that:

- (a) I will maintain strict confidentiality regarding the Information, including any examination, analysis or assessment of the Information, and
- (b) I will maintain security of all Information in my possession and if directed, not remove any Information from any premises where the Information is located, and
- (c) I will not, without the prior written approval of either the manger or the Chief Executive of the Community Services Directorate, make a copy of, or disclose the Information or any summary, analysis or assessment of the Information, to any person other than to duly authorised persons involved in the Project.

4. I understand that a list of organisations which have lodged a proposal in response to the request for proposal relating to the Project or organisations associated with them ("Organisations"), is attached to this Undertaking and/or will be notified to me on a date following my execution of this Undertaking.

5. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.

6. ~~Except as notified in writing by me to the Manager or the Chief Executive, I warrant to the Territory that, to the extent to which any Organisations' names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:~~

- (a) neither I, nor my spouse or dependent child of mine, have or has any ownership interest in any Organisation,
- (b) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has been employed by, or engaged to provide services to, or received any payment from, any Organisation,
- (c) neither I, nor my spouse or dependent child of mine, am or is a director, secretary, officer or employee of any Organisation,
- (d) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has received any gifts from any Organisation, and
- (e) neither I, nor my spouse or dependent child of mine, am or is a debtor or creditor of any Organisation.

7. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify the manager, or the Chief Executive of the Community Services Directorate, and I will comply with any direction in relation thereto.

8. I understand that my disclosure under clauses 6 or 7 may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by the manager, or the Chief Executive of the Community Services Directorate. I will comply with any such direction.

Dated: 13/8, 2013.

[Handwritten Signature]
Signature

To: Australian Capital Territory
(represented by the
Commerce and Works Directorate
Attention: Project Manager, Emma Mirenda)

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, Ras Malouf of
print full name
Business Unit, ESPP, Sustainability Program
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory ("Territory") public service, am involved in meetings, consultations, the expressions of interest and/or request for proposals or tenders process and/or other activities associated ("Activities") relation to National Multicultural Festival 2014-2016 ("Project"), being conducted by the Territory.

2. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be a party to a range of discussions and have access to a range of material and information, including copies of material and information ("Information") concerning the Project.

3. I undertake that:

- (a) I will maintain strict confidentiality regarding the Information, including any examination, analysis or assessment of the Information, and
- (b) I will maintain security of all Information in my possession and if directed, not remove any Information from any premises where the Information is located, and
- (c) I will not, without the prior written approval of either the manger or the Chief Executive of the Community Services Directorate, make a copy of, or disclose the Information or any summary, analysis or assessment of the Information, to any person other than to duly authorised persons involved in the Project.

4. I understand that a list of organisations which have lodged a proposal in response to the request for proposal relating to the Project or organisations associated with them ("Organisations"), is attached to this Undertaking and/or will be notified to me on a date following my execution of this Undertaking.

445

5. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.

6. Except as notified in writing by me to the Manager or the Chief Executive, I warrant to the Territory that, to the extent to which any Organisations' names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:

- (a) neither I, nor my spouse or dependent child of mine, have or has any ownership interest in any Organisation,
- (b) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has been employed by, or engaged to provide services to, or received any payment from, any Organisation,
- (c) neither I, nor my spouse or dependent child of mine, am or is a director, secretary, officer or employee of any Organisation,
- (d) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has received any gifts from any Organisation, and
- (e) neither I, nor my spouse or dependent child of mine, am or is a debtor or creditor of any Organisation.

7. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify the manager, or the Chief Executive of the Community Services Directorate, and I will comply with any direction in relation thereto.

8. I understand that my disclosure under clauses 6 or 7 may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by the manager, or the Chief Executive of the Community Services Directorate. I will comply with any such direction.

Dated: 13/8, 2013.

R. Mahant
Signature

4/4/14

To: Australian Capital Territory
(represented by the
Commerce and Works Directorate
Attention: Project Manager, Emma Miranda)

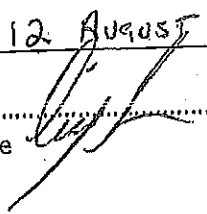
CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, CRAIG THOMAS SPENCER of
print full name
ASSET MANAGEMENT - HOUSING & COMMUNITY SERVICES - COMMUNITY SERVICES
print section/agency/department DIRECTORATE
 and in my capacity as an employee of the Australian Capital Territory ("Territory") public service, am involved in meetings, consultations, the expressions of interest and/or request for proposals or tenders process and/or other activities associated ("Activities") relation to National Multicultural Festival 2014-2016 ("Project"), being conducted by the Territory.
2. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be a party to a range of discussions and have access to a range of material and information, including copies of material and information ("Information") concerning the Project.
3. I undertake that:
 - (a) I will maintain strict confidentiality regarding the information, including any examination, analysis or assessment of the information, and
 - (b) I will maintain security of all information in my possession and if directed, not remove any information from any premises where the information is located, and
 - (c) I will not, without the prior written approval of either the manager or the Chief Executive of the Community Services Directorate, make a copy of, or disclose the information or any summary, analysis or assessment of the information, to any person other than to duly authorised persons involved in the Project.
4. I understand that a list of organisations which have lodged a proposal in response to the request for proposal relating to the Project or organisations associated with them ("Organisations"), is attached to this Undertaking and/or will be notified to me on a date following my execution of this Undertaking.

443

5. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.
6. ~~Except as notified in writing by me to the Manager or the Chief Executive, I warrant to the Territory that, to the extent to which any Organisations' names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:~~
- (a) neither I, nor my spouse or dependent child of mine, have or has any ownership interest in any Organisation,
 - (b) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has been employed by, or engaged to provide services to, or received any payment from, any Organisation,
 - (c) neither I, nor my spouse or dependent child of mine, am or is a director, secretary, officer or employee of any Organisation,
 - (d) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has received any gifts from any Organisation, and
 - (e) neither I, nor my spouse or dependent child of mine, am or is a debtor or creditor of any Organisation.
7. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify the manager, or the Chief Executive of the Community Services Directorate, and I will comply with any direction in relation thereto.
8. I understand that my disclosure under clauses 6 or 7 may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by the manager, or the Chief Executive of the Community Services Directorate. I will comply with any such direction.

Dated: 12 August, 2013.

Signature 

To: Australian Capital Territory
 (represented by the
 Commerce and Works Directorate
 Attention: Project Manager, Emma Mirenda)

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, BRENT FITZGERALD of
print full name
HOUSING & COMMUNITY SERVICES, C&D
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory ("Territory") public service, am involved in meetings, consultations, the expressions of interest and/or request for proposals or tenders process and/or other activities associated ("Activities") relation to National Multicultural Festival 2014-2016 ("Project"), being conducted by the Territory.

2. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be a party to a range of discussions and have access to a range of material and information, including copies of material and information ("Information") concerning the Project.

3. I undertake that:

- (a) I will maintain strict confidentiality regarding the Information, including any examination, analysis or assessment of the Information, and
- (b) I will maintain security of all Information in my possession and if directed, not remove any Information from any premises where the Information is located, and
- (c) I will not, without the prior written approval of either the manager or the Chief Executive of the Community Services Directorate, make a copy of, or disclose the Information or any summary, analysis or assessment of the Information, to any person other than to duly authorised persons involved in the Project.

4. I understand that a list of organisations which have lodged a proposal in response to the request for proposal relating to the Project or organisations associated with them ("Organisations"), is attached to this Undertaking and/or will be notified to me on a date following my execution of this Undertaking.

5. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.

6. Except as notified in writing by me to the Manager or the Chief Executive, I warrant to the Territory that, to the extent to which any Organisations' names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:

- (a) neither I, nor my spouse or dependent child of mine, have or has any ownership interest in any Organisation,
- (b) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has been employed by, or engaged to provide services to, or received any payment from, any Organisation,
- (c) neither I, nor my spouse or dependent child of mine, am or is a director, secretary, officer or employee of any Organisation,
- (d) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has received any gifts from any Organisation, and
- (e) neither I, nor my spouse or dependent child of mine, am or is a debtor or creditor of any Organisation.

7. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify the manager, or the Chief Executive of the Community Services Directorate, and I will comply with any direction in relation thereto.

8. I understand that my disclosure under clauses 6 or 7 may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by the manager, or the Chief Executive of the Community Services Directorate. I will comply with any such direction.

Dated: 12 Aug 2013, 2013.

Signature

To: Australian Capital Territory

(represented by the
Commerce and Works Directorate
Attention: Project Manager, Emma Miranda)

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, DANCYE WINTER of

print full name
COMMUNITY SERVICES DIRECTORATE
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory ("Territory") public service, am involved in meetings, consultations, the expressions of interest and/or request for proposals or tenders process and/or other activities associated ("Activities") relation to National Multicultural Festival 2014-2016 ("Project"), being conducted by the Territory.

2. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be a party to a range of discussions and have access to a range of material and information, including copies of material and information ("Information") concerning the Project.

3. I undertake that:

(a) I will maintain strict confidentiality regarding the Information, including any examination, analysis or assessment of the Information, and

(b) I will maintain security of all Information in my possession and if directed, not remove any Information from any premises where the Information is located, and

(c) I will not, without the prior written approval of either the manager or the Chief Executive of the Community Services Directorate, make a copy of, or disclose the Information or any summary, analysis or assessment of the Information, to any person other than to duly authorised persons involved in the Project.

4. I understand that a list of organisations which have lodged a proposal in response to the request for proposal relating to the Project or organisations associated with them ("Organisations"), is attached to this Undertaking and/or will be notified to me on a date following my execution of this Undertaking.

5. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.

6. Except as notified in writing by me to the Manager or the Chief Executive, I warrant to the Territory that, to the extent to which any Organisations' names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:

- (a) neither I, nor my spouse or dependent child of mine, have or has any ownership interest in any Organisation,
- (b) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has been employed by, or engaged to provide services to, or received any payment from, any Organisation,
- (c) neither I, nor my spouse or dependent child of mine, am or is a director, secretary, officer or employee of any Organisation,
- (d) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has received any gifts from any Organisation, and
- (e) neither I, nor my spouse or dependent child of mine, am or is a debtor or creditor of any Organisation.

7. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify the manager, or the Chief Executive of the Community Services Directorate, and I will comply with any direction in relation thereto.

8. I understand that my disclosure under clauses 6 or 7 may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by the manager, or the Chief Executive of the Community Services Directorate. I will comply with any such direction.

Dated: 2 / 2 / 2013.

Garage E. Winter
Signature

458

Mitchell, Malcome

From: Winter, Jancye
Sent: Tuesday, 13 August 2013 5:25 PM
To: Hall, Caroline; Perrin, Kristie; Mitchell, Malcome
Cc: Manikis, Nic
Subject: RE: NMF Tender process

Hi Caroline

Thanks for this information. I realise you cannot change the process - just frustrated that my direction was not followed and did not think to check this on the RFT as assumed it had been amended.

Nevertheless will soldier on as always.

Regards

Jancye

From: Hall, Caroline
Sent: Tuesday, 13 August 2013 5:07 PM
To: Winter, Jancye; Perrin, Kristie; Mitchell, Malcome
Cc: Manikis, Nic
Subject: RE: NMF Tender process

Jancye
Kristie is away at training today, so she would need to address why it is different.

However I have looked at the Procurement Plan and the Request for Tender documents approved by yourself and Nic and they both mention the 2 envelope process. We cannot change an evaluation process once a tender has been released.

It is not really an issue as the envelopes will be brought along to the first evaluation meeting.

To ensure value for money is ascertained regardless of whether human services, contractors or consultants evaluation team members need to read each application and provide a score out of 10 against each assessable criteria. This will then provide an overall ranking for each tenderer of their understanding, capability and capacity against the statement of requirements.

Neither the score, nor the price will be the decision maker in regards to your preferred tenderer for each category; as pricing, scoring and overall risk will be considered by the assessment team in making their recommendations.

It should still be a fairly easy process providing all the assessors have completed their scoring prior to the first meeting.

Regards

Caroline Hall
Senior Manager
Contracts and Grants Unit
Community Services Directorate
Phone: (02) 6205 4655
Fax: (02) 6205 0940
Mobile: 0418 631 214

437

From: Winter, Jancye
Sent: Tuesday, 13 August 2013 4:47 PM
To: Hall, Caroline; Perrin, Kristie; Mitchell, Malcome
Cc: Manikis, Nic
Subject: NMF Tender process

Dear Caroline

I have received the tender documents.

~~I noticed that there is no pricing schedule attached to the documents and this appears to be a 2 envelope process.~~

I remember I disagreed with this prior to advertising the tender and requested a 1 envelope process. Salar followed this up with Kristie on 23 May 2013 – please see email below:

Having the pricing schedule while we evaluating the tenderers is essential as most of the tenderers have previously participated in the festival and have a strong understanding of the scope of work. This is different to a human service or disability tender and the evaluator must be able to demonstrate value for money to make an appropriate recommendation to the delegate.

Can you please advise how we can change this process as I will not be able to evaluate without having the pricing schedule attached.

*Hi Kristie;
Thanks for getting back to me;*

After our meeting with Jancye this morning, Jancye didn't agree to do 2 envelope evaluation process so the evaluation method wouldn't change I believe ??

At this stage We are really keen to have the PPM reviewed so we can meet the requested timeframe.

Please see attached PPM – I have made few changes after we met with the service providers and some of their feedbacks are reflected in the plan.

Kind Regards,

Salar Ayoubi

Jancye Winter | Senior Manager |
Phone 02 62053153 |
Community Participation Group | Office of Multicultural Affairs | Community Services Directorate | ACT Government
Theo Notaras Multicultural Centre, Level 2, North Building, 180 London Circuit, Canberra ACT 2601 |
GPO Box 158, Canberra ACT 2601 | www.act.gov.au

436

Mitchell, Malcome

From: Mirenda, Emma
Sent: Monday, 5 August 2013 1:44 PM
To: Mitchell, Malcome
Subject: RE: Evaluation Team member

Hi Malcome

In situations such as this, the Delegate is required to approve the appointment of a new member. Once you have this approval can you please send me a copy.

Regards

Emma Ciuffetelli-Mirenda | Procurement Officer
Phone: 02 6205 4969 | Fax: 02 6207 6500
Shared Services | Commerce and Works Directorate | ACT Government
Level 5, 40 Allara Street, CANBERRA CITY ACT 2600 | PO Box 818 Dickson ACT 2602 | www.act.gov.au

Please note my work days are Monday, Tuesday and Wednesday.

From: Mitchell, Malcome
Sent: Monday, 5 August 2013 12:46 PM
To: Mirenda, Emma
Subject: RE: Evaluation Team member

Emma

Damian Howe is unavailable. The Chairperson has approved to replace him with Craig Spencer.

Regards

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

From: Mirenda, Emma
Sent: Monday, 5 August 2013 11:49 AM
To: Mitchell, Malcome
Subject: Evaluation Team member

Hi Malcome

Can you please confirm that Damian's surname? I'm having trouble finding a How, I can find a Damian Howe. Just want to make sure before I send out some information to the incorrect person.

Regards

Emma Ciuffetelli-Mirenda | Procurement Officer

435

Phone: 02 6205 4969 | Fax: 02 6207 6500

Shared Services | Commerce and Works Directorate | ACT Government

Level 5, 40 Allara Street, CANBERRA CITY ACT 2600 | PO Box 818 Dickson ACT 2602 | www.act.gov.au

Please note my work days are Monday, Tuesday and Wednesday.

434

Mitchell, Malcome


From: Mirenda, Emma
Sent: Monday, 12 August 2013 9:52 AM
To: Winter, Jancye; Fitzsimons, Brent; Spencer, Craig
Cc: Mitchell, Malcome
Subject: 22416.110 - National Multicultural Festival 2014-2016
Attachments: Tender Evaluation Team (TET) Responsibilities.doc; Deed of Confidentiality - Public Servants.doc

Importance: High

Good Morning Team

As you are all aware we have now entered into a Tender process. I have attached a list of the Evaluation Team responsibilities for you all.

The above Tender was closed on Thursday 8th August, the following responses were received:


45

I have attached the Deed of Confidentiality for all members to complete and return to me as soon as possible. Responses can not be released until I have all the Deed's signed and returned.

If you have any questions please do not hesitate to contact me.

Regards

Emma Ciuffetelli-Mirenda | Procurement Officer
Phone: 02 6205 4969 | Fax: 02 6207 6500
Shared Services | Commerce and Works Directorate | ACT Government
Level 5, 40 Allara Street, CANBERRA CITY ACT 2600 | PO Box 818 Dickson ACT 2602 | www.act.gov.au

Please note my work days are Monday, Tuesday and Wednesday.

434 a)

TENDER EVALUATION TEAM RESPONSIBILITIES

This Shared Services Procurement (SSP) document has been designed to assist Tender Evaluation Teams in undertaking an evaluation process in an appropriate manner.

THIS IS A SUMMARY OF TENDER EVALUATION TEAM RESPONSIBILITIES. ALL TENDER EVALUATIONS SHOULD BE CONDUCTED IN ACCORDANCE WITH THE RELEVANT APPROVED PROCUREMENT PLAN, REQUEST FOR OFFER AND LEGISLATIVE FRAMEWORK.

If you are uncertain about any part of the evaluation process, please contact your nominated SSP officer.

Tender Evaluation Team (TET)

A TET should preferably comprise of an odd number of members, including the Chair.

The agency financial delegate cannot be the Chair or a member of the TET.

General Responsibilities of the TET

TET is to perform the tender evaluation honestly and without favour or prejudice.

The TET should have no contact with the Tenderers. All communication with Tenderers should be conducted in writing through the SSP Contact Officer as nominated in the Tender.

TET Chair must ensure all documentation (paper and electronic) is appropriately and securely stored during the evaluation process, and not left unattended. All tender and associated documents are classified "COMMERCIAL-IN-CONFIDENCE".

TET Chair must maintain proper records of meetings, discussions, emails, telephone calls, site visits, evaluation tools used, calculations etc.

On completion of evaluation, negotiation and debriefing, the TET Chair should ensure that all copies of Tender documents are returned to SSP for appropriate storage or destruction.

Conflict of Interest and Probity:

The TET Chair and members must declare any actual, potential or perceived Conflict of Interest before undertaking the tender evaluation process.

TET Chair is to ensure that all members of the TET complete and sign the appropriate "Confidentiality and Conflict of Interest Undertaking" form (available from SSP).

Should any TET member identify any actual, potential or perceived Conflict of Interest during the tender evaluation process, the member must immediately inform the TET Chair. In such circumstances the TET Chair should suspend the evaluation process and obtain urgent advice from SSP.

The TET must not discuss the tender submissions with anyone other than those officially involved with the Tender evaluation process.

The TET must not accept any remuneration, gift, advantage or other benefit except as may be allowed under Government policy.

For further information refer to the "Probity and Ethical Behaviour Procurement Circular 2007/21".

TET Chair Responsibilities:

TET Chair is to arrange an initial meeting to:

- distribute tender documents to each TET member;
- ensure no TET member has a conflict of interest;
- instruct/remind all members of their responsibilities in undertaking the tender evaluation; and
- undertake a conformity check of all tenders against the Statement of Requirements.

TET Chair is to arrange further TET meetings as required to complete the evaluation in accordance with the approved Procurement Plan and Request For Offer.

TET Chair is to review and finalise the Tender Evaluation Report (TER), within 15 working days if possible.

TET Chair is to arrange for the TER to be signed accordingly:

- TET Chair;
- TET members; and
- Financial delegate.

TET Chair is to return the signed original TER to SSP for contract preparation.

4346)

To: Australian Capital Territory

(represented by the
Commerce and Works Directorate
Attention: Project Manager, Emma Miranda)

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, _____ of
print full name

_____ of
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory ("Territory") public service, am involved in meetings, consultations, the expressions of interest and/or request for proposals or tenders process and/or other activities associated ("Activities") relation to National Multicultural Festival 2014-2016 ("Project"), being conducted by the Territory.

2. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be a party to a range of discussions and have access to a range of material and information, including copies of material and information ("Information") concerning the Project.

3. I undertake that:

(a) I will maintain strict confidentiality regarding the Information, including any examination, analysis or assessment of the Information, and

(b) I will maintain security of all Information in my possession and if directed, not remove any Information from any premises where the Information is located, and

(c) I will not, without the prior written approval of either the manager or the Chief Executive of the Community Services Directorate, make a copy of, or disclose the Information or any summary, analysis or assessment of the Information, to any person other than to duly authorised persons involved in the Project.

4. I understand that a list of organisations which have lodged a proposal in response to the request for proposal relating to the Project or organisations associated with them ("Organisations"), is attached to this Undertaking and/or will be notified to me on a date following my execution of this Undertaking.

434 c)

5. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.

6. Except as notified in writing by me to the Manager or the Chief Executive, I warrant to the Territory that, to the extent to which any Organisations' ~~names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:~~
 - (a) neither I, nor my spouse or dependent child of mine, have or has any ownership interest in any Organisation,

 - (b) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has been employed by, or engaged to provide services to, or received any payment from, any Organisation,

 - (c) neither I, nor my spouse or dependent child of mine, am or is a director, secretary, officer or employee of any Organisation,

 - (d) during the past twelve months neither I, nor my spouse or dependent child of mine, have or has received any gifts from any Organisation, and

 - (e) neither I, nor my spouse or dependent child of mine, am or is a debtor or creditor of any Organisation.

7. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify the manager, or the Chief Executive of the Community Services Directorate, and I will comply with any direction in relation thereto.

8. I understand that my disclosure under clauses 6 or 7 may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by the manager, or the Chief Executive of the Community Services Directorate. I will comply with any such direction.

Dated: _____, 2014.

.....
Signature

433

Mitchell, Malcome

From: Mirenda, Emma
Sent: Wednesday, 11 September 2013 4:23 PM
To: Mitchell, Malcome
Subject: RE: Pricing Schedule - NMF
Attachments: Addenda 2 Notice - Eclipse Lighting and Sound.pdf; Addenda 2 Notice - SNP Security.pdf; Addenda 2 Notice - W.R Electrical.pdf; Addenda 2 Notice - Festival Hire - Staging and Platform.pdf; Canberra Hire - Pricing Schedule.pdf; Mykiki ta Festival Hire - Pricing Schedule.pdf; Spolless - Pricing Schedule.pdf

Importance: High

Hi Malcome

As requested please find attached the pricing schedules for the preferred Respondents for the 2014-2016 National Multicultural Festival

Portable Toilets: Canberra Hire Pty Ltd
Sound and Lighting: Eclipse Lighting and Sound Pty Ltd
Staging and Platform: Mykiki Pty Limited trading as Festival Hire (N.S.W)
Marquees and Change Rooms: Mykiki Pty Limited trading as Festival Hire (N.S.W)
Waste Management: Spotless Facility Services Pty Ltd
Security Services: Sydney night Patrol & Inquiry Co Pty Ltd
Generators: W.R Electrical Pty Ltd

Please note that the responses received for Traffic Management were assessed as having a high risk to the Territory.

Regards

Emma Ciuffetelli-Mirenda | Procurement Officer
Phone: 02 6205 4969 | Fax: 02 6207 6500
Shared Services | Commerce and Works Directorate | ACT Government
Level 5, 40 Allara Street, CANBERRA CITY ACT 2600 | PO Box 818 Dickson ACT 2602 | www.act.gov.au

Please note my work days are Monday, Tuesday and Wednesday.

From: Mitchell, Malcome
Sent: Wednesday, 11 September 2013 2:25 PM
To: Mirenda, Emma
Subject: Pricing Schedule - NMF

Emma

I am currently working on the Contracts for the successful Tenderers for the 2014-16 National Multicultural Festival.

Can you please provide the pricing schedule for the successful Tenderers only.

Thanks

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |

432

Mitchell, Malcome

From: Mirenda, Emma
Sent: Wednesday, 20 August 2014 4:02 PM
To: Mitchell, Malcome
Subject: NMF - Pricing Schedule FOI Act 1989 S45
Attachments: 20140820154208429.pdf

Hi Mal,

Please find attached the pricing schedule 4b

Regards

Emma Ciuffetelli-Mirenda | Procurement Officer | Goods & Services Procurement
Phone: +61 2 6205 4969 | Fax: +61 2 6207 6500 Procurement and Capital Works | Chief
Minister, Treasury and Economic Development Directorate | ACT Government Level 5, 40
Allara Street Canberra ACT 2601 | PO Box 818 Dickson ACT 2602 | www.act.gov.au Please
consider the environment before printing this email. If printing is necessary, print
double-sided and black and white.

Please note my work days are Monday, Tuesday and Wednesday.

-----Original Message-----

From: Emma Mirenda [<mailto:emma.mirenda@act.gov.au>]
Sent: Wednesday, 20 August 2014 3:42 PM
To: Mirenda, Emma
Subject:

This E-mail was sent from "COMCRHSL05P02" (Aficio MP C5000).

Scan Date: 20.08.2014 15:42:08 (+1000)
Queries to: COMCRHSL05P02@act.gov.au

4

Mitchell, Malcome

From: Mirenda, Emma
Sent: Wednesday, 20 August 2014 4:00 PM
To: Mitchell, Malcome
Subject: NMF - Pricing Schedule 45
Attachments: 20140820154101070.pdf

Hi Mal,

Please find attached the pricing schedule 45

Regards

Emma Ciuffetelli-Mirenda | Procurement Officer | Goods & Services Procurement
Phone: +61 2 6205 4969 | Fax: +61 2 6207 6500 Procurement and Capital Works | Chief
Minister, Treasury and Economic Development Directorate | ACT Government Level 5, 40
Allara Street Canberra ACT 2601 | PO Box 818 Dickson ACT 2602 | www.act.gov.au Please
consider the environment before printing this email. If printing is necessary, print
double-sided and black and white.

Please note my work days are Monday, Tuesday and Wednesday.

-----Original Message-----

From: Emma Mirenda [<mailto:emma.mirenda@act.gov.au>]
Sent: Wednesday, 20 August 2014 3:41 PM
To: Mirenda, Emma
Subject:

This E-mail was sent from "COMCRHSL05P02" (Aficio MP C5000).

Scan Date: 20.08.2014 15:41:00 (+1000)
Queries to: COMCRHSL05P02@act.gov.au

2013/11064

Urlich, Toni

From: malcome.mitchell@act.gov.au
Sent: Tuesday, 13 August 2013 11:25 AM
To: Shared Services, ACT Record Services
Cc: Mitchell, Malcome
Subject: Request for new file

Mail from: <http://intact/apps/RecordServices/request/>

fileType: close
closePart: 2013/9322

AmendTitle:
origDept: **COMMUNITY SERVICES DIRECTORATE - CSD**
origBranch: **POLICY AND ORGANISATIONAL SERVICES**
origSection: **FINANCE AND BUDGET**
origGroup: **CONTRACTS AND GRANTS UNIT**

mdb: **TVKAAA**
tvkFunction: **PROCUREMENT**
tvkActivity: **Tendering Services**
sentence: **153.324.001 (NI2007-312 - Procurement Records) Destroy 7 yrs after tender process is completed**

tvkSubject: none

freeText: **Tendering Services - Request for Quotation Number 22416.110 - Provision of Goods and Services for the 2014-2016 National Multicultural Festival - OMATSIA (Part 2)**

crossRef:
class: **In-Confidence**

inConfidenceType: **Commercial**

National:

authName:

authTitle:

authDesignation:

limitedAccessOfficer:

createdBy: **M Mitchell**

createdByPhone: **53529**

createDate: **13/08/2013**

physicalLocation: **Level 1, 153 Emu Bank NCH, Belconnen ACT 2616**

actionOfficer:

notes:

submitted on: **13/08/2013** by: **ACTGOV\Malcome Mitchell**

[Open in MSWord] to <http://intact:80/apps/RecordServices/request/Default.asp>

.en(request.Form) = 858