

Freedom of Information Request – FOI Act, s41

Documents – Schedule 2

File 2014/11421 Financial Management – Provision of Traffic Management Services for 2014-16 NMF Tender 10006.110

Folio no	Date	Document	Status	Reason for Exemption
1-65	03/07/2013	Strategic Procurement Plan Minute	Full release	
66-68	19/10/2013	Tender Advertising Advice – Instructions / notes + Canberra Times Tender invitation advertisement	Full release	
69	12/12/2013	Email chain – re: Traffic Management Report and Worksheets	Partial release	FOI Act, s43
70	12/12/2013	Email chain – re: Traffic Management Report and Worksheets	Full release	
71	09/12/2013	Email chain – re: Letters of Intent and Decline	Full release	
72	12/12/2003	Letter (Contract and Grants Unit)	Not released	Copy: refer folio 73
73	12/12/2003	Letter (Contract and Grants Unit)	Partial release	FOI Act, s41
74	12/12/2013	Letter – re: Request for Tender – Provision of Traffic Management Services	Full release	
75	12/12/2013	Letter (Contract and Grants Unit)	Not released	Copy: refer folio 74
76	15/10/2013	Email chain – re: Draft Request for Tender (RFT) Traffic Services	Full release	
77	09/12/2013	Email – re: Traffic Management Report and Worksheets	Not released	Copy: refer folio 69
78-81	Undated	Road Closure proposal for 2014 National Multicultural Festival	Full release	

Folio no	Date	Document	Status	Reason for Exemption
82-83	02/07/2013	Email chain – re: Information for Remittal of pay Parking areas for 2014 National Multicultural Festival	Full release	
84	26/09/2013	Email chain – re: National Multicultural Festival public tenders	Full release	
85-109	19/10/2013	Request for Tender – Provision of Traffic Management Services	Full release	
110-112	19/10/2013	Tender Advertising Advice – Instructions / notes + Canberra Times Tender invitation advertisement	Not released	Copy: refer folios 66-68
113-134	07/11/2013	Email – re: Multicultural Tender	Exempt in full	FOI Act, s43
135-196	07/11/2013	Email chain –Multicultural Tender	Exempt in full	FOI Act, s43
197-204	07/11/2013	Email chain –Multicultural Tender submission	Exempt in full	FOI Act, s43
205-212	07/11/2013	Email chain –Multicultural Tender submission	Exempt in full	FOI Act, s43
213-228	07/11/2013	Email chain –Multicultural tender submission	Exempt in full	FOI Act, s43
229-238	Undated	Tender Response – Provision of traffic management services	Exempt in full	FOI Act, s43
239-243	7/11/2013	Email re: - Employers' Indemnity Insurance, Certificate of Currency	Exempt in full	FOI Act, s43
244	07/11/2013	Email chain – re: Receipt of documents for Tender	Partial release	FOI Act, s45
245-253	08/08/2013	Email chain – re CSE Multicultural Tender submission	Exempt in full	FOI Act, s43
254-262	07/11/2013	Email chain – re CSE Multicultural Tender submission	Exempt in full	FOI Act, s43
263-275	07/11/2013	Email chain – re: CSE Multicultural Tender submission	Partial release	FOI Act, s45

Folio no	Date	Document	Status	Reason for Exemption
276-285	07/11/2013	Email chain – re: CSE Multicultural tender submission	Exempt in full	FOI Act, s43
286-287	14/11/2013	Email – re: Request for Clarification	Exempt in full	FOI Act, s43
288-289	14/11/2013	Email – re: Request for Clarification	Exempt in full	FOI Act, s43
290-301	Undated	Tender Response – Request for Tender	Exempt in full	FOI Act, s43
302-321	Undated	Tender Response – Request for Tender	Exempt in full	FOI Act, s43
322-323	15/11/2013	Attachment 2 – Pricing Schedule and Request for Clarification	Exempt in full	FOI Act, s43
324-326	25/11/2013	Request for Clarification and Schedule of Rates	Exempt in full	FOI Act, s43
327-328	13/11/2013	Confidentiality and Conflict of Interest	Full release	
329-330	14/11/2013	Confidentiality and Conflict of Interest	Full release	
331-332	14/11/2013	Confidentiality and Conflict of Interest	Full release	
333	12/11/2013	Compliance Check Template	Exempt in full	FOI Act, s43
334-358	19/10/2013	Request for Tender	Full release	
359-362	Undated	Tender summary tables	Exempt in full	FOI Act, s43
363-370	09/12/2013	Evaluation Report	Exempt in full	FOI Act, s43
371-378	Undated	Evaluation Report	Exempt in full	FOI Act, s43
379	Undated	Email – re: Traffic Management Evaluation	Full release	
380	09/12/2013	Email chain – re: Traffic Management Evaluation	Full release	
381	12/11/2013	Compliance Check Template	Exempt in full	FOI Act, s43
382-383	14/11/2013	Confidentiality and Conflict of Interest	Full release	
384-385	14/11/2013	Confidentiality and Conflict of Interest	Full release	

Folio no	Date	Document	Status	Reason for Exemption
386-387	13/11/2013	Confidentiality and Conflict of Interest	Full release	
388-395	12/12/2013	Evaluation Report	Exempt in full	FOI Act, s43
396	12/12/2013	Letter (Contracts and Grants Unit)	Not released	Copy: refer folio 73
397	12/12/2013	Letter (Contracts and Grants Unit)	Not released	Copy: refer folio 74
398-399	21/05/2013	Transfer of a Tender/Project within CGU form	Full release	
400-402	21/05/2013	Request for Tender (RFT) Checklist	Partial Release	FOI Act, s 36
File cover page				

402



Request For Tender (RFT) Checklist - (Goods & Services)

Project details

RFT Number: 10006.110 Project Number (If applicable) _____
 RFT Name: Traffic Management Services - 2014-2016 NMF
 RFT Budget: 536 Project Officer (CGU): _____
 Client Agency: CPA-MA Client Contact: Jonaye Winter
 Shared Services Officer: N/A

Procurement Process

- | | | | | | |
|---------------|-------------------------------------|------------------------|-------------------------------------|-------------------------------|-------------------------------------|
| Single Select | <input type="checkbox"/> | Request For Tender | <input checked="" type="checkbox"/> | Request for Proposal | <input type="checkbox"/> |
| Select | <input type="checkbox"/> | Expression Of Interest | <input type="checkbox"/> | Contract Variation/ Extension | <input type="checkbox"/> |
| Public | <input checked="" type="checkbox"/> | Request For Quotation | <input type="checkbox"/> | Contract Negotiations | <input checked="" type="checkbox"/> |

Progress	PP	RFT	Manager	QPC/ GPB	Advert	Close	Evaluate	Letters	Contract
Agreed tasks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Completed tasks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Review prior to signing of Letter of Intent

Action	Yes	N/A	Notes
New job initiation request received.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Review and discuss strategic approach with Senior Officer/Manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Contact Business Unit within 24 hours both verbally and in writing. If complex, set up meeting to discuss way forward and invite Supervisor/Manager to attend.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Print out the Business Units details from the ACT Government Directory and place on file.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Confirm funding approval and request copies of Business Case, Brief or Statement of Requirements (if available).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Enter details onto project list.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Enter project onto Procurement Activity Report.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Email Shared Service Procurement advising of new project (where applicable) ask for Procurement number and Contract Officer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Enter onto TM1 once you have received the Project/Contract Number from Shared Service Procurement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Order Green (Commercial in Confidence) file (include Dept / Subject / Project/Contract number). Once you have received the Project/Contract number from Shared Service Procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 1
Prepare a draft Procurement Plan Minute and tentative timelines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Prepare a draft Request for Tender (RFT)/Proposal considers if you require a Pre-Tender Consultation or Site Visits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 4
Print out the Analysis Risk Profile for Public Liability Insurance and place online (http://www.insuranceriskadvice.act.gov.au/)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Obtain Internal Clearance of documents from Senior Officer and make any amendments.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 4
Obtain Internal Clearance of documents from Manager/Senior Manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Once approvals received, send draft documents to Business Units for their input/review. (Place follow up in your diary to remind you, giving the Business Unit sufficient time to review).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 4
Business Unit approval of documents received.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 4

Finalise RFT, Obtain Internal Clearance off the RFT/Proposal from Manager and email to Business Unit for review (ensuring you have removed the draft water mark of the documents)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 4
Business Units approval of RFT/Proposal received and to be issued.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 4
Obtain Quality Procurement Committee Endorsement of Procurement Plan (if required for any projects over \$200K).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Send draft Procurement Plan and RFT/Proposal to Shared Service Procurement for their review/approval (depending on the value). Email the Business Unit letting them know you have sent the documentation to Shared Service Procurement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Once you have obtained signatures from Shared Service Procurement and Senior Manager of Contracts and Grant Unit (CGU) send to Business Unit Delegate for signature of the Procurement Plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Email/Scan the signed PDF Procurement Plan to Shared Services Procurement for their records.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Obtain GPB Endorsement of Procurement Plan (if required).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Manager (or above) Approval of Tender Advertising Advice (TAA). If Shared Service Procurement is issuing the RFT/Proposal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 4
RFT/Proposal to be issued either by Shared Service Procurement or CGU. Place on the calendar tender closing date, site visit or industry briefing (if applicable).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Download tender document from Shared Service Procurement website and place on file.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio: 4
Manager (or above) approval of Addendum (if required to be issued).		<input checked="" type="checkbox"/>	
Client approval to issue Addendum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Evidence of Addendum(s) are to be provided to Shared Service Procurement to uploading onto Shared Service Procurement Website and issue to registered providers or evidence Addendum(s) were emailed if select/single select procurement process.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Prepare evaluation documentation Worksheets.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Set up evaluation team meeting/s liaising with the chair.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Contract Shared Service Procurement before the closing date asking for a download of the Tenderers to have register and email a copy to the Business Unit.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Undertake a RFT/Proposal Compliance Check (ie. compliance to the conditions of tendering).	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 11
Forward relevant evaluation documentation to Client (ie Deed of Confidentiality and Conflict of Interest forms with name of the Tenderers received, Evaluation Worksheets, Roles and Responsibilities of the Evaluation Team Members).	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 7 - 11
Set up an initial Evaluation Meeting to collect the signed Deed of Confidentiality and Conflict of Interest forms, drop off copies of the Tenders and go through the evaluation process with the Evaluation Team Members.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 11
Signed Confidentiality and Conflict of Interest forms on file.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 11
Assist as a scribe at the evaluation team meetings.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:
Prepare the draft Evaluation Report and Worksheets from the evaluation meeting and obtain Internal Clearance from Senior Officer and Manager.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 7-10
Obtain Chair and Evaluation Team Members approval of the Evaluation Report and Worksheets (would recommend that you send draft to the chair first for comment).	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 11
Evaluation Report and Worksheets to be endorsed by the Business Unit Delegate.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 11
Once the Evaluation Report and Worksheets has been endorsed undertake an ABN/ACN check to confirm the legal and financial status of the preferred supplier in accordance with Work Instruction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio:

"Checking Details of Preferred Tenderers" (retain on file).			
Business Unit to approve to Issue Letter of Intent and Decline/s.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 14
Set up Contract Negotiation meeting (if required).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Prepare Draft Agreements.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 23
Obtain Internal Clearance for Draft Agreement from Senior Officer and Manager.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	File & Folio: 23.
Obtain Internal Clearance for Draft Agreement from the Business Unit.	<input type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Amend Draft Agreement if necessary (discuss with Manager if any issues) re-send Agreement to the Business Unit to obtain internal clearance (if changes were made).	<input type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Once approval is received from the Business Unit issue in PDF to Service Provider/Contractor for approval.	<input type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Once approval is received from Service Provider/Contractor issue bound copies of the Agreement for signature.	<input type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Receipt of signed Agreement issue to the Business Units Delegate for signature.	<input type="checkbox"/>	<input type="checkbox"/>	File & Folio:
Once Agreement has been signed by both parties, update TM1 and save in the shared folder. Email Shared Service Procurement a copy of the Agreement to upload onto the Contract Register with the Contract Register Form complete (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	File & Folio:
File Project, Agreement and finalise G Drive File.	<input type="checkbox"/>	<input type="checkbox"/>	File & Folio:

- Please Note:**
1. Completion of all "File & Folio" fields on this checklist is MANDATORY.
 2. Where a "Review" or an "Approval" is required (either internal or external), evidence that the relevant document was reviewed /approved, before it was issued, must be kept on file.

Notes

Project Officer Sign Off

Project Officer (CGU) signature: _____ Date: _____

Approvals section (to be signed by a Senior Officer or Manager)

Purpose of approval:	To endorse all actions detailed above as completed as indicated.		
Name of Officer:	_____		
Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>		
Not approved <input type="checkbox"/>	Not applicable <input type="checkbox"/>	_____ (Signature)	_____ (Date)

Transfer of a Tender/Project within CGU

This form is used to transfer the responsibility for managing a Tender/Project from one Shared Services Procurement officer to another.

The following terms are applicable:

“Current Officer” - The officer currently designated by management as being responsible for the work on this project within the Contracts and Grants Unit (CGU).

“New Officer” - The officer appointed by management for taking over responsibility for all future work on this project within the CGU.

Note: If the New Officer is presently unknown/unavailable then this transfer should be promptly undertaken with the Current Officer’s Manager.

To be completed by “Current Officer”:

Tender/Project Identification No. File No:

Description of the Work

Last approved milestone

As the “Current Officer” I have ensured that the New Officer (or my Manager) is aware of:

- All significant issues that may have occurred on the project to date (eg program, finance etc). These have been documented on the attached form (under ‘Background’).
- Any outstanding issues together with any key future activities for completion. A comprehensive summary of these issues is documented on the attached form (under “Future Actions Required”).

Finally, I certify that I have transferred this project on the PBS from my name to either the New Officer’s name / or my Manager’s name if the New Officer is unknown/unavailable at this time (Please circle one).

Printed Name Signature Date/...../.....

To be completed by the “New Officer/Manager”:

As the New Officer/Manager I am satisfied that I have been adequately briefed by the “Current Officer” on all of the outstanding actions associated with this tender/project, which have been clearly summarised, including the completion of all necessary Supplier Performance Reports.

Printed Name..... Signed..... Date/...../.....

Actions required by the New Officer/Manager:

(Initial & Date Boxes)

a. If necessary, I have transferred this project into my name.

b. All Tender/Project records are amended to reflect the above change.

c. The Business Unit have been advised of the change.

d. I have ensured that this form has been placed on the current file.

HAND OVER NOTES	
Project No.	
Tender No. / Contract No.	
File Number/s	
Critical Date	
Value	
Client Contact	Ext.
<u>Background</u>	
Further Action Required	Completed
-	
-	
-	
-	
-	
-	
-	
-	
-	
-	



ACT
Government

Community Services

387

To: Australian Capital Territory
represented by the
Community Services Directorate
Attention: Contracts and Grants Officer – Tim Shearman

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, JAWCYE ELIZABETH WINTER of
print full name
OFFICE OF MULTICULTURAL AFFAIRS
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory (“Territory”) public service, am involved in meetings, consultations, assessment process and/or other activities associated (“Activities”) relation to the Tender 10006.110 Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival.

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 Deputy Director General or the Director-General 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 Deputy Director General or the Director-General, 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 Deputy Director General, or the Director-General 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 Deputy Director General, or the Director-General of Community Services Directorate. I will comply with any such direction.

Dated: 13 / 11, 2013.

J. E. Winter
Signature



ACT
Government

Community Services

385

To: Australian Capital Territory
represented by the
Community Services Directorate
Attention: Contracts and Grants Officer – Tim Shearman

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING


1. I, Winstie Perrin of
print full name
Contracts and Grants Unit
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory (“Territory”) public service, am involved in meetings, consultations, assessment process and/or other activities associated (“Activities”) relation to the Tender 10006.110 Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival.

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 Deputy Director General or the Director-General 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 Deputy Director General or the Director-General, 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 Deputy Director General, or the Director-General 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 Deputy Director General, or the Director-General of Community Services Directorate. I will comply with any such direction.

Dated: 14 November, 2013.



 Signature



ACT
Government

Community Services

383

To: Australian Capital Territory
represented by the
Community Services Directorate
Attention: Contracts and Grants Officer – Tim Shearman

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, Timothy Shearman of
print full name
Contracts and Grants Unit
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory (“Territory”) public service, am involved in meetings, consultations, assessment process and/or other activities associated (“Activities”) relation to the Tender 10006.110 Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival.

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 Deputy Director General or the Director-General 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 Deputy Director General or the Director-General, 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 Deputy Director General, or the Director-General 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 Deputy Director General, or the Director-General of Community Services Directorate. I will comply with any such direction.

Dated: 14 November, 2013.

.....
Signature

Perrin, Kristie

From: Winter, Jancye
Sent: Monday, 9 December 2013 7:09 AM
To: Perrin, Kristie
Subject: RE: Traffic Management Evaluation and Worksheets

Hi Kristie.

This is approved.

Please proceed.

Jancye Winter

From: Perrin, Kristie
Sent: Wednesday, 4 December 2013 10:53 AM
To: Winter, Jancye
Subject: Traffic Management Evaluation and Worksheets

Good Morning Jancye,

Please find attached a draft evaluation report and worksheets for Traffic Management for your review.

If you are happy with the evaluation report, please let me know and I will obtain the panel members signature and scan you a copy for your signature and the delegates signature.

If you have any queries, please let me know.

Regards
Kristie

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

Perrin, Kristie

From: Perrin, Kristie
Sent: Wednesday, 4 December 2013 10:53 AM
To: Winter, Jancye
Subject: Traffic Management Evaluation and Worksheets
Attachments: Final Evaluation Report - Traffic Management.doc; Final Evaluation Worksheet Response 12112013.xlsx

Tracking: **Recipient** **Delivery**
 Winter, Jancye Delivered: 04/12/2013 10:53 AM

Good Morning Jancye,

Please find attached a draft evaluation report and worksheets for Traffic Management for your review.

If you are happy with the evaluation report, please let me know and I will obtain the panel members signature and scan you a copy for your signature and the delegates signature.

If you have any queries, please let me know.

Regards
Kristie

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

4.
358

REQUEST FOR TENDER NO: 10006.110



ACT
Government

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

**ON BEHALF OF
COMMUNITY SERVICES DIRECTORATE**

CONTACT OFFICER: TIM SHEARMAN

CONTRACTS AND GRANTS UNIT

PHONE: (02) 6207 6472

FAX: (02) 6207 2047

EMAIL: DHCSCONTRACTSANDGRANT@ACT.GOV.AU

ISSUE DATE: SATURDAY, 19 OCTOBER 2013

CLOSING DATE: THURSDAY, 7 NOVEMBER 2013

CLOSING TIME: 2:00PM CANBERRA TIME

357

CONTENTS

1. STATEMENT OF REQUIREMENTS 4

1.2 Background 4

2. ASSESSMENT 4

2.1 Value for Money 4

2.2 Threshold Criteria 4

2.3 Weighted Criteria..... 5

3. CONTRACT REQUIREMENTS..... 6

4. CONDITIONS OF TENDER..... 7

4.1 Insurance Requirements..... 7

4.2 Acknowledgement 7

4.3 Disclaimer..... 7

4.4 Further Information, Clarification and Enquiries..... 8

4.5 Ownership of Tenders..... 8

4.6 Selection of Preferred Tender 9

4.7 Costs of Submitting a Tender..... 9

4.8 Addenda 9

4.9 Confidential Text and Disclosure 10

4.10 Conflict of Interest 10

4.11 Proprietary Names 10

5. RESPONDENT DECLARATION 11

6. LODGEMENT OF TENDERS 11

ATTACHMENT 2 – PRICING SCHEDULE 13

ATTACHMENT 3 – RESPONDENT DECLARATION..... 14

ATTACHMENT 4 – ETHICAL SUPPLIERS DECLARATION 15

STATEMENT OF REQUIREMENT TRAFFIC MANAGEMENT SERVICES..... 20

1.1 Objective 20

1.2 Event Sites..... 20

1.3 Bump In..... 20

1.4 Bump Out..... 20

1.5 Scope..... 20

1.6 Specifications 22

1.7 No Assignment or Subcontracting 23

1.8 Security 23

1.9 Additional Reading..... 23

1. STATEMENT OF REQUIREMENTS

1.1.1. This Request for Tender (RFT) is to seek a suitably experienced Contractor to provide Traffic Management 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** for the Statement of Requirements for Traffic Management Services.

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.

2. ASSESSMENT

2.1 Value for Money

2.1.1. In evaluating Tenders 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 RFT, the Territory will evaluate Tenders 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:	
<p>(1) Service Delivery Model</p> <p>(a) Respondents are to outline their proposed service delivery model which details:</p> <p style="margin-left: 40px;">(i) their understanding of the principles and practice of the public events and its potential to achieve the best outcomes for the Festival; and</p> <p style="margin-left: 40px;">(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.</p> <p>(b) Respondents are to detail the Risk Management Strategy for service establishment and delivery.</p> <p>(c) Respondents to detail how they will meet the Festival deadlines.</p>	<p style="text-align: center;">40%</p> <p style="text-align: center;">20</p> <p style="text-align: center;">10</p> <p style="text-align: center;">10</p>
<p>(2) Social Procurement</p> <p>(a) Respondents are to outline how they address the following elements of social procurement and community benefits outcomes they will support. Examples include:</p> <p style="margin-left: 40px;">(i) employment of people from disadvantaged groups (people with mental illness or disabilities);</p> <p style="margin-left: 40px;">(ii) employment of people from a minority group (refugees, migrants and/ or Aboriginals or Torres Strait Islander backgrounds);</p> <p style="margin-left: 40px;">(iii) employment of people who have been unemployed long term;</p> <p style="margin-left: 40px;">(iv) people from culturally and linguistically diverse backgrounds; and</p> <p style="margin-left: 40px;">(v) a description of any other social</p>	<p style="text-align: center;">10%</p>

<p>outcomes not already detailed.</p> <p>(b) This criteria will be evaluated in terms of the Respondents ability to provide the Territory with the best social outcomes</p>	
<p>(3) Personnel</p> <p>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.</p>	20%
<p>(4) Experience in undertaking major events.</p> <p>Respondents are to outline the experience of thier company in undertaking major events.</p>	20%
<p>Total</p>	100%
NON-WEIGHTED CRITERIA	
<p>(5) Pricing Schedule</p> <p>Respondents are to provide a detailed breakdown of costs to deliver the nominated service.</p>	
<p>(6) Referees</p> <p>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.</p>	

3. CONTRACT REQUIREMENTS

3.1.1. The form of contract expected to be used for the Services required by this RFT 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 (2) years.

4. CONDITIONS OF TENDER

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 Tender the Respondent acknowledges that it:

- (1) has examined this RFT, any other information issued and any information relevant to the risks, contingencies, and other circumstances having an affect on the Tender;
- (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 Tender; and
- (4) agrees its Tender 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 RFT does so at its own risk.

4.3.2. If the Respondent finds any discrepancy, misdescription, error or omission in the RFT or requires clarification of any information in relation to the RFT, the Respondent is requested to notify the Contact Officer on the front cover page of this RFT before the date and time for closing Tenders.

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 Tender. Respondents may be required to attend interviews, presentations, demonstrations, site visits or submit additional information to allow full consideration of a Tender.

4.4.2. By submitting a Tender, 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 RFT; 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 RFT or submit queries in relation to this RFT 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 Tenders

4.5.1. Tenders (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 Tender for assessment purposes and in any agreement resulting from their Tender 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 Tender and warrants no other person's or organisation's moral or intellectual rights will be infringed in the Territory's use of the Tender.

4.6 Selection of Preferred Tender

- 4.6.1. The Territory is under no obligation to select any Tender and may vary or discontinue the Tender process upon giving written notice to Respondents.
- 4.6.2. Late Tenders may be accepted, at the sole discretion of the Territory. Confirmation of receipt of Tenders will not be issued.
- 4.6.3. Upon conclusion of the Tender 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 RFT.
- 4.6.5. The Territory will offer unsuccessful Respondents the opportunity of a debriefing.

4.7 Costs of Submitting a Tender

- 4.7.1. The Territory will make no payment to a Respondent for any costs incurred by a Respondent in preparing a Tender, 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 Tenders or for any work undertaken by any Respondent after its Tender is submitted including work requested by the Territory in accordance with any provision of the RFT.

4.8 Addenda

- 4.8.1. Addenda to this RFT may be issued by the Territory prior to the date and time for closing the RFT for the purposes of clarifying documents or to notify any amendments to the RFT.
- 4.8.2. Addenda will be issued to each person or organisation to which the RFT 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 Tender 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 Tender or if the conflict of interest or a risk of conflict of interest arises after lodgement of the Tender and prior to the completion of the Tender process, immediately disclose that conflict of interest to the Territory.
- 4.10.2. In submitting a Tender, 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 RFT 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 Tender 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 RFT, 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 Tender a completed and signed Respondent Declaration in the form provided at **Attachment 3**.
- 5.1.2. The Respondent must also include in its Tender a completed and signed Ethical Suppliers Declaration in the form provided at **Attachment 4**.

6. LODGEMENT OF TENDERS

- 6.1.1. Respondents must email their proposal by 2pm, Thursday 7 November 2013 to:

Mr Tim Shearman
 Contracts Officer
 Contracts and Grants Unit
 Community Services Directorate
 Email: DHCSContractsandGrants@act.gov.au
 Phone: (02) 6207 6472

- 6.1.2. All enquires in relation to this RFT must be directed in writing to the Contact Officer.
- 6.1.3. Below is a list of actions and/or information that Respondents should review prior to submitting their Tender.

- Tender submitted on time.
- Tenders are to be clearly marked with the RFT number, the RFT description, contact officer and the date and time for closing of Tenders.
- Tenders have the Nomination for Tendering of Services form completed and attached.
- 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 Tender) (see Clause 4.1.1)

346

ATTACHMENT 2 – PRICING SCHEDULE

1. 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 A – 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	\$

345

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 RFT.

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 RFT.

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**.

342

Name of the Tendering Entity in relation to which I make this Declaration:

[Empty text box for Name of the Tendering Entity]

ACN / ABN of the Tendering Entity:

[Empty text box for 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.

[Large empty text box for question 1 response]

- 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**].

340

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 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 with 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 7 th of February to 8:00 pm Sunday the 9 th 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 8 th 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 7 th February to 8:00 pm Sunday 9 th 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 7 th February to 5:00 pm Sunday the 9 th 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 7 th February to 5:00 pm Sunday 9 th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Entrances to Foot Print from Bunda Street to :
<ul style="list-style-type: none"> • Petrie Plaza; and • Garema Place

Time and Date the changes will occur:
From 12:00 noon Friday 7 th February to Sunday 9 th 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 to 5.00pm Friday 7 th 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 7 th February to 8:00 pm Sunday 9 th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.



ACT
Government

Community Services

To: Australian Capital Territory
represented by the
Community Services Directorate
Attention: Contracts and Grants Officer – Tim Shearman

**CONFIDENTIALITY AND CONFLICT OF INTEREST
UNDERTAKING**

1. I, Timothy Shearman of
print full name
Contracts and Grants Unit
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory (“Territory”) public service, am involved in meetings, consultations, assessment process and/or other activities associated (“Activities”) relation to the Tender 10006.110 Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival.

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 Deputy Director General or the Director-General 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 Deputy Director General or the Director-General, 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 Deputy Director General, or the Director-General 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 Deputy Director General, or the Director-General of Community Services Directorate. I will comply with any such direction.

Dated: 14 November, 2013.

[Signature]
Signature



ACT
Government

Community Services

To: Australian Capital Territory
represented by the
Community Services Directorate
Attention: Contracts and Grants Officer – Tim Shearman

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING


1. I, Winstie Perwin of
print full name
Contracts and Grants unit
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory ("Territory") public service, am involved in meetings, consultations, assessment process and/or other activities associated ("Activities") relation to the Tender 10006.110 Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival.

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 Deputy Director General or the Director-General 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 Deputy Director General or the Director-General, 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 Deputy Director General, or the Director-General 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 Deputy Director General, or the Director-General of Community Services Directorate. I will comply with any such direction.

Dated: 14 November, 2013.


.....
Signature



ACT

Government

Community Services

To: Australian Capital Territory
represented by the
Community Services Directorate
Attention: Contracts and Grants Officer – Tim Shearman

CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. I, JANCYE ELIZABETH WINTER of
print full name
OFFICE OF MULTICULTURAL AFFAIRS
print section/agency/department

and in my capacity as an employee of the Australian Capital Territory (“Territory”) public service, am involved in meetings, consultations, assessment process and/or other activities associated (“Activities”) relation to the Tender 10006.110 Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival.

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 Deputy Director General or the Director-General 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 Deputy Director General or the Director-General, 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 Deputy Director General, or the Director-General 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 Deputy Director General, or the Director-General of Community Services Directorate. I will comply with any such direction.

Dated: 13 / 11, 2013.

.....
Signature *J. E. Winter*

Mitchell, Malcome

From: Hall, Caroline on behalf of DHCS Contracts and Grants
Sent: Thursday, 7 November 2013 10:31 AM
To: Shearman, Timothy
Subject: FW: CSE Multicultural Tender Email 2
Attachments: CCF07112013_00000.pdf

From: [redacted] 45
Sent: Thursday, 7 November 2013 10:22 AM
To: DHCS Contracts and Grants
Subject: CSE Multicultural Tender Email 2

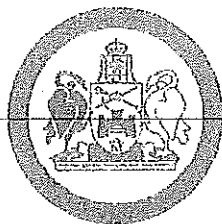
Attention:
Mr Tim Shearman
Contracts Officer
Contracts and Grants Unit
Community Services Directorate
Email: DHCSContractsandGrants@act.gov.au
Phone: (02) 6207 6472

Request for Tender No: 10006.110
Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival

Closing Date: Thursday 7 November 2013
Closing Time: 2:00pm Canberra Time

274.

REQUEST FOR TENDER NO: 10006.110



ACT
Government

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

**ON BEHALF OF
COMMUNITY SERVICES DIRECTORATE**

CONTACT OFFICER: TIM SHEARMAN

CONTRACTS AND GRANTS UNIT

PHONE: (02) 6207 6472

FAX: (02) 6207 2047

EMAIL: DHCSCONTRACTSANDGRANT@ACT.GOV.AU

ISSUE DATE: SATURDAY, 19 OCTOBER 2013

CLOSING DATE: THURSDAY, 7 NOVEMBER 2013

CLOSING TIME: 2:00PM CANBERRA TIME



CONTENTS

1. STATEMENT OF REQUIREMENTS.....4

1.2 Background4

2. ASSESSMENT4

2.1 Value for Money4

2.2 Threshold Criteria4

2.3 Weighted Criteria5

3. CONTRACT REQUIREMENTS6

4. CONDITIONS OF TENDER7

4.1 Insurance Requirements.....7

4.2 Acknowledgement.....7

4.3 Disclaimer7

4.4 Further Information, Clarification and Enquiries8

4.5 Ownership of Tenders8

4.6 Selection of Preferred Tender9

4.7 Costs of Submitting a Tender9

4.8 Addenda.....9

4.9 Confidential Text and Disclosure10

4.10 Conflict of Interest.....10

4.11 Proprietary Names.....10

5. RESPONDENT DECLARATION11

6. LODGEMENT OF TENDERS11

ATTACHMENT 2 – PRICING SCHEDULE13

ATTACHMENT 3 – RESPONDENT DECLARATION.....14

ATTACHMENT 4 – ETHICAL SUPPLIERS DECLARATION15

STATEMENT OF REQUIREMENT TRAFFIC MANAGEMENT SERVICES.....20

1.1 Objective.....20

1.2 Event Sites.....20

272

1.3 Bump In.....20

1.4 Bump Out.....20

1.5 Scope.....20

1.6 Specifications22

1.7 No Assignment or Subcontracting23

1.8 Security23

1.9 Additional Reading.....23

Handwritten mark

1. STATEMENT OF REQUIREMENTS

1.1.1. This Request for Tender (RFT) is to seek a suitably experienced Contractor to provide Traffic Management 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 for the Statement of Requirements for Traffic Management Services.

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.

2. ASSESSMENT

2.1 Value for Money

2.1.1. In evaluating Tenders 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 RFT, the Territory will evaluate Tenders 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:	
<p>(1) Service Delivery Model</p> <p>(a) Respondents are to outline their proposed service delivery model which details:</p> <ul style="list-style-type: none"> (i) their understanding of the principles and practice of the public events and its potential to achieve 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. <p>(b) Respondents are to detail the Risk Management Strategy for service establishment and delivery.</p> <p>(c) Respondents to detail how they will meet the Festival deadlines.</p>	<p style="text-align: center;">40%</p> <p style="text-align: center;">20</p> <p style="text-align: center;">10</p> <p style="text-align: center;">10</p>
<p>(2) Social Procurement</p> <p>(a) Respondents are to outline how they address the following elements of social procurement and community benefits outcomes they will support. Examples include:</p> <ul style="list-style-type: none"> (i) employment of people from disadvantaged groups (people with mental illness or disabilities); (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 	<p style="text-align: center;">10%</p>

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 RFT 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 (2) years.



4. CONDITIONS OF TENDER

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 Tender the Respondent acknowledges that it:

- (1) has examined this RFT, any other information issued and any information relevant to the risks, contingencies, and other circumstances having an affect on the Tender;
- (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 Tender; and
- (4) agrees its Tender 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 RFT does so at its own risk.

4.3.2. If the Respondent finds any discrepancy, misdescription, error or omission in the RFT or requires clarification of any information in relation to the RFT, the Respondent is requested to notify the Contact Officer on the front cover page of this RFT before the date and time for closing Tenders.

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 Tender. Respondents may be required to attend interviews, presentations, demonstrations, site visits or submit additional information to allow full consideration of a Tender.

4.4.2. By submitting a Tender, 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 RFT; 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 RFT or submit queries in relation to this RFT 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 Tenders

4.5.1. Tenders (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 Tender for assessment purposes and in any agreement resulting from their Tender 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 Tender and warrants no other person's or organisation's moral or intellectual rights will be infringed in the Territory's use of the Tender.

4.6 Selection of Preferred Tender

- 4.6.1. The Territory is under no obligation to select any Tender and may vary or discontinue the Tender process upon giving written notice to Respondents.
- 4.6.2. Late Tenders may be accepted, at the sole discretion of the Territory. Confirmation of receipt of Tenders will not be issued.
- 4.6.3. ~~Upon conclusion of the Tender 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 RFT.
- 4.6.5. The Territory will offer unsuccessful Respondents the opportunity of a debriefing.

4.7 Costs of Submitting a Tender

- 4.7.1. The Territory will make no payment to a Respondent for any costs incurred by a Respondent in preparing a Tender, 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 Tenders or for any work undertaken by any Respondent after its Tender is submitted including work requested by the Territory in accordance with any provision of the RFT.

4.8 Addenda

- 4.8.1. Addenda to this RFT may be issued by the Territory prior to the date and time for closing the RFT for the purposes of clarifying documents or to notify any amendments to the RFT.
- 4.8.2. Addenda will be issued to each person or organisation to which the RFT 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 Tender 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 Tender or if the conflict of interest or a risk of conflict of interest arises after lodgement of the Tender and prior to the completion of the Tender process, immediately disclose that conflict of interest to the Territory.

4.10.2. In submitting a Tender, 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 RFT 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 Tender 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 RFT, 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 Tender a completed and signed Respondent Declaration in the form provided at Attachment 3.
- 5.1.2. The Respondent must also include in its Tender a completed and signed Ethical Suppliers Declaration in the form provided at Attachment 4.

6. LODGEMENT OF TENDERS

- 6.1.1. Respondents must email their proposal by 2pm, Thursday 7 November 2013 to:

Mr Tim Shearman
 Contracts Officer
 Contracts and Grants Unit
 Community Services Directorate
 Email: DHCSContractsandGrants@act.gov.au
 Phone: (02) 6207 6472

- 6.1.2. All enquires in relation to this RFT must be directed in writing to the Contact Officer.

- 6.1.3. Below is a list of actions and/or information that Respondents should review prior to submitting their Tender.

- Tender submitted on time.
- Tenders are to be clearly marked with the RFT number, the RFT description, contact officer and the date and time for closing of Tenders.
- Tenders have the Nomination for Tendering of Services form completed and attached.
- 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

AS

Insurance cover (including workers compensation) to the value requested by the Territory (copy of current certificates to be supplied with Tender) (see Clause 4.1.1)



Mitchell, Malcome

From: Shearman, Timothy
Sent: Thursday, 7 November 2013 12:14 PM
To: 45
Subject: RE: Receipt of documents for Tender 10006.110

Dear
This is an email of acknowledgement that the Contracts and Grants Unit of the Community Services Directorate has received a total of 7 emails regarding your tender for RFT 10006.110.

With thanks
Tim Shearman

From: 45
Sent: Thursday, 7 November 2013 12:09 PM
To: Shearman, Timothy
Subject: RE: Receipt of documents for Tender 10006.110

Tim, there will be seven in total, I have broken the other 4 them down to fit, they are numbered 2a /2b /3a /3b

Thanks

45

From: Shearman, Timothy [<mailto:Timothy.Shearman@act.gov.au>]
Sent: Thursday, 7 November 2013 12:04 PM
To: 45
Subject: Receipt of documents for Tender 10006.110

This is an email of acknowledgement that the Contracts and Grants Unit of the Community Services Directorate has received 3 emails regarding your tender for RFT 10006.110.

With thanks

Tim Shearman | Contracts Officer |
Phone 02 6207 6472 | 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

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

4.
109

REQUEST FOR TENDER NO: 10006.110



ACT
Government

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

**ON BEHALF OF
COMMUNITY SERVICES DIRECTORATE**

CONTACT OFFICER: TIM SHEARMAN

CONTRACTS AND GRANTS UNIT

PHONE: (02) 6207 6472

FAX: (02) 6207 2047

EMAIL: DHCSCONTRACTSANDGRANT@ACT.GOV.AU

ISSUE DATE: SATURDAY, 19 OCTOBER 2013

CLOSING DATE: THURSDAY, 7 NOVEMBER 2013

CLOSING TIME: 2:00PM CANBERRA TIME

CONTENTS

1. STATEMENT OF REQUIREMENTS..... 4

1.2 Background 4

2. ASSESSMENT..... 4

2.1 Value for Money 4

2.2 Threshold Criteria 4

2.3 Weighted Criteria..... 5

3. CONTRACT REQUIREMENTS..... 6

4. CONDITIONS OF TENDER..... 7

4.1 Insurance Requirements 7

4.2 Acknowledgement 7

4.3 Disclaimer..... 7

4.4 Further Information, Clarification and Enquiries..... 8

4.5 Ownership of Tenders..... 8

4.6 Selection of Preferred Tender 9

4.7 Costs of Submitting a Tender..... 9

4.8 Addenda..... 9

4.9 Confidential Text and Disclosure 10

4.10 Conflict of Interest 10

4.11 Proprietary Names..... 10

5. RESPONDENT DECLARATION 11

6. LODGEMENT OF TENDERS 11

ATTACHMENT 2 – PRICING SCHEDULE 13

ATTACHMENT 3 – RESPONDENT DECLARATION..... 14

ATTACHMENT 4 – ETHICAL SUPPLIERS DECLARATION 15

STATEMENT OF REQUIREMENT TRAFFIC MANAGEMENT SERVICES..... 20

1.1 Objective..... 20

1.2 Event Sites..... 20

107

1.3	Bump In.....	20
1.4	Bump Out.....	20
1.5	Scope.....	20
1.6	Specifications.....	22
1.7	No Assignment or Subcontracting.....	23
1.8	Security.....	23
1.9	Additional Reading.....	23

1. STATEMENT OF REQUIREMENTS

1.1.1. This Request for Tender (RFT) is to seek a suitably experienced Contractor to provide Traffic Management 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** for the Statement of Requirements for Traffic Management Services.

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.

2. ASSESSMENT

2.1 Value for Money

2.1.1. In evaluating Tenders 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 RFT, the Territory will evaluate Tenders 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:	
<p>(1) Service Delivery Model</p> <p>(a) Respondents are to outline their proposed service delivery model which details:</p> <ul style="list-style-type: none"> (i) their understanding of the principles and practice of the public events and its potential to achieve 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. <p>(b) Respondents are to detail the Risk Management Strategy for service establishment and delivery.</p> <p>(c) Respondents to detail how they will meet the Festival deadlines.</p>	<p>40%</p> <p>20</p> <p>10</p> <p>10</p>
<p>(2) Social Procurement</p> <p>(a) Respondents are to outline how they address the following elements of social procurement and community benefits outcomes they will support. Examples include:</p> <ul style="list-style-type: none"> (i) employment of people from disadvantaged groups (people with mental illness or disabilities); (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 	<p>10%</p>

104

<p>outcomes not already detailed.</p> <p>(b) This criteria will be evaluated in terms of the Respondents ability to provide the Territory with the best social outcomes</p>	
<p>(3) Personnel</p> <p>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.</p>	20%
<p>(4) Experience in undertaking major events.</p> <p>Respondents are to outline the experience of thier company in undertaking major events.</p>	20%
<p>Total</p>	100%
NON-WEIGHTED CRITERIA	
<p>(5) Pricing Schedule</p> <p>Respondents are to provide a detailed breakdown of costs to deliver the nominated service.</p>	
<p>(6) Referees</p> <p>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.</p>	

3. CONTRACT REQUIREMENTS

- 3.1.1. The form of contract expected to be used for the Services required by this RFT 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 (2) years.

4. CONDITIONS OF TENDER

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 Tender the Respondent acknowledges that it:

- (1) has examined this RFT, any other information issued and any information relevant to the risks, contingencies, and other circumstances having an affect on the Tender;
- (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 Tender; and
- (4) agrees its Tender 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 RFT does so at its own risk.

4.3.2. If the Respondent finds any discrepancy, misdescription, error or omission in the RFT or requires clarification of any information in relation to the RFT, the Respondent is requested to notify the Contact Officer on the front cover page of this RFT before the date and time for closing Tenders.

102

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 Tender. Respondents may be required to attend interviews, presentations, demonstrations, site visits or submit additional information to allow full consideration of a Tender.

4.4.2. By submitting a Tender, 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 RFT; 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 RFT or submit queries in relation to this RFT 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 Tenders

4.5.1. Tenders (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 Tender for assessment purposes and in any agreement resulting from their Tender 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 Tender and warrants no other person's or organisation's moral or intellectual rights will be infringed in the Territory's use of the Tender.

4.6 Selection of Preferred Tender

- 4.6.1. The Territory is under no obligation to select any Tender and may vary or discontinue the Tender process upon giving written notice to Respondents.
- 4.6.2. Late Tenders may be accepted, at the sole discretion of the Territory. Confirmation of receipt of Tenders will not be issued.
- 4.6.3. Upon conclusion of the Tender 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 RFT.
- 4.6.5. The Territory will offer unsuccessful Respondents the opportunity of a debriefing.

4.7 Costs of Submitting a Tender

- 4.7.1. The Territory will make no payment to a Respondent for any costs incurred by a Respondent in preparing a Tender, 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 Tenders or for any work undertaken by any Respondent after its Tender is submitted including work requested by the Territory in accordance with any provision of the RFT.

4.8 Addenda

- 4.8.1. Addenda to this RFT may be issued by the Territory prior to the date and time for closing the RFT for the purposes of clarifying documents or to notify any amendments to the RFT.
- 4.8.2. Addenda will be issued to each person or organisation to which the RFT 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 Tender 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 Tender or if the conflict of interest or a risk of conflict of interest arises after lodgement of the Tender and prior to the completion of the Tender process, immediately disclose that conflict of interest to the Territory.

4.10.2. In submitting a Tender, 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 RFT 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 Tender 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 RFT, the Respondent may offer material or equipment of a similar characteristic, type, quality, appearance, finish, method of construction and performance.

99

5. RESPONDENT DECLARATION

- 5.1.1. The Respondent must include in its Tender a completed and signed Respondent Declaration in the form provided at **Attachment 3**.
- 5.1.2. The Respondent must also include in its Tender a completed and signed Ethical Suppliers Declaration in the form provided at **Attachment 4**.

6. LODGEMENT OF TENDERS

- 6.1.1. Respondents must email their proposal by 2pm, Thursday 7 November 2013 to:

Mr Tim Shearman
Contracts Officer
Contracts and Grants Unit
Community Services Directorate
Email: DHCSContractsandGrants@act.gov.au
Phone: (02) 6207 6472

- 6.1.2. All enquires in relation to this RFT must be directed in writing to the Contact Officer.

- 6.1.3. Below is a list of actions and/or information that Respondents should review prior to submitting their Tender.

- Tender submitted on time.
- Tenders are to be clearly marked with the RFT number, the RFT description, contact officer and the date and time for closing of Tenders.
- Tenders have the Nomination for Tendering of Services form completed and attached.
- 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 Tender) (see Clause 4.1.1)

ATTACHMENT 2 – PRICING SCHEDULE

1. 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 A – 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	\$

96

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 RFT.

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 RFT.

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.

94

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:

[Redacted text box]

ACN / ABN of the Tendering Entity:

[Redacted text box]

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.

[Redacted text box]

- 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
-----	----

92

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 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 with 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 with 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 Manager 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 7 th of February to 8:00 pm Sunday the 9 th 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 8 th 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 7 th February to 8:00 pm Sunday 9 th 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 7 th February to 5:00 pm Sunday the 9 th 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 7 th February to 5:00 pm Sunday 9 th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Location:
Entrances to Foot Print from Bunda Street to :
<ul style="list-style-type: none"> • Petrie Plaza; and • Garema Place

Time and Date the changes will occur:
From 12:00 noon Friday 7 th February to Sunday 9 th 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 to 5.00pm Friday 7 th 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 7 th February to 8:00 pm Sunday 9 th February.
Traffic Management Plan:
1 Traffic Marshall required during the closing period.

Hall, Caroline

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 |

Hall, Caroline

From: Fiedler, Michelle
Sent: Tuesday, 2 July 2013 3:21 PM
To: Ayoubi, Salar
Subject: RE: Information for Remittal of pay Parking areas for 2014 National Multicultural Festival

Thanks Salar. I'll keep you posted about the brief and advise of the Ministers decision about the possibility of remitting the pay parking fees, once received.

Thanks again.

Michelle

Michelle Fiedler
Phone 02 62075481 | Fax 02 62077160 | Email michelle.fiedler@act.gov.au
Road Transport Regulation | Office of Regulatory Services | Justice and Community Safety | ACT Government
Level 2 Dickson Motor Vehicle Registry 13-15 Challis Street Dickson ACT 2602 | PO Box 582 Dickson ACT 2602 | www.act.gov.au

From: Ayoubi, Salar
Sent: Tuesday, 2 July 2013 2:59 PM
To: Fiedler, Michelle
Subject: Information for Remittal of pay Parking areas for 2014 National Multicultural Festival

Hi Michelle;

Apologise for the delay. I think I provided the information requested, however in more info is required I will be happy to assist. Thanks again for you kind assistance with this.

Background

The National Multicultural Festival (Festival) has been staged in Canberra for sixteen (16) years and is managed by the Office of Affairs (OMA) within the Community Services Directorate (CSD). Each year, the festival attracts a crowd of over one hundred and fifty thousand people. Due to this some of the designated areas in Canberra CBD will be going under temporary road closure operation to deliver a safe and smooth Community based event. OMA have been liaising with community members, residence and businesses in the area prior to each event and have worked closely with al stakeholder to minimise the conflict and public safety risk in the area.

Areas :

1. **Car park on London cct- Opposite Bailey's corner :** Community Services Directorate is proposing to close the car park from 6:00 am on Friday 7th February 2013 to Sunday the 9th 5:00 pm . Privet Car spaces owned by commonwealth bank staff will be open to the staff on Friday until 5:00 pm. Driver with Disability Car park permit can access and park their car in this area throughout the event. The area will be used to park stallholders cool rooms. This is a closest area to the footprint for stall holders to use:

- 2. **Ainslie Place (street Car Spaces):** Community Services Directorate is proposing to close the car park from 6:00 am on Friday 7th February 2013 to Sunday the 9th 5:00 pm. Due to large volume of pedestrians and infrastructure work in that area we recommend to be used only for dropping-off equipments by stallholders and performers during the event.

- 3. **Short Stay Car park on London cct- Behind Legislative assembly:** Community Services Directorate is proposing to close the car park from 5:30 on Friday 7th February 2013 to Sunday the 9th 5:00 pm. This area will be used as stallholders car park only - Driver with Disability Car park permit can access and park their car in this area throughout the event.

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





Road Closure proposal for 2014 National Multicultural Festival

Interchanges (7th to 9th February 2014)

Location:
London CCT–Between Akuna Street and Northbourn Avenue
Traffic Condition:
Turning left from Northbourn Avenue (North to South) will be limited to ACTION Buses who are going to civic interchange, residence of the area and emergency Services. Bus stops on London CCT (Assembly Side) Between Akuna Street and Northbourn Avenue and Ainslie Place) will be closed from 10:00 AM until 9 th February on 8:00 Pm. Akuna interchange to Ainslie Place will be completely closed and one (1) lane of London CCT between Ainslie Place and Northbourn Avenue will be used to manage the local traffic.
Access from London Cct to Akuna street will be closed from both directions – Cars coming from Bunda Street can access the Akuna street and exit through London Cct with the option of turning left only. (Hillside Lane and Rabaul Lane will operate as usual) Intersection of London Circuit and Akuna St closed with left turn only option into London Circuit from Akuna St.
It is also recommended to change the speed limit in Akuna Street due to the large volume of pedestrians during 7th from 4:00 pm and 9th 5:00 pm.
Time and Date the changes will occur:
10:00 am entire area from Northbourn Avenue interchange to Akuna Street Interchange will be closed off. and will be opened on Sunday the 9 th February on 8:00 Pm
Traffic Management Plan:
2 Traffic Marshalls and including road barriers.

Location:
London CCT–East Row
Traffic Condition:
Only allowing ACTION buses and to access the area.
Time and Date the changes will occur:
Closed from Friday the 7 th February on 10:00 am and will be opened on Sunday the 9 th February on 5:00 Pm.
Traffic Management Plan:
1 Traffic Marshalls and including road barriers

Location:
London CCT–Ainslie Place
Traffic Condition:
<i>Only allowing the residence of Ainslie Place apartments to access their underground car park including Pickup and drop off with a given pass prepared by the festival Coordinators. No Parking allowed on the street side.</i>
Time and Date the changes will occur:
Closed from Friday the 7 th February on 6:00 am and will be opened on Sunday the 9 th February on 8:00 Pm
Traffic Management Plan:
Traffic Marshall will be on site from 6:00

Location:
London CCT–Legislative Assembly car park (short Stay)
Traffic Condition:
The Short Stay Car park will be monitored by a licensed security and only Stall holders with Permission card and Disability Card Holders will be allowed to Park in that area (Long stay car park will operate as usual).
Time and Date the changes will occur:
Friday the 7 th February from 4:00 pm to Sunday the 9 th February 5:00 pm.
Traffic Management Plan:
A Security guard will be on site and road barriers will be located at the entrance of short stay car park (Directly behind Courtyard studio).

Location:
London CCT–Akuna Street
Traffic Condition:
Access from London Cct to Akuna street will be closed from both directions – Cars coming from Bunda Street can access the Akuna street and exit through London Cct with the option of turning left only. (Hillside Lane and Rabaul Lane will operate as usual)
Time and Date the changes will occur:
Friday 7 th February from 4:00 pm to Sunday 9 th February 8:00 pm.
Traffic Management Plan:
Traffic Barriers will be in place in interchange of Akuna turning right to London Cct. Traffic lights will turn in to flashing mode. Appropriate signage will be in place advising the restrictions. It is also recommended to change the speed limit in Akuna Street due to the large volume of pedestrians during 7 th from 4:00 pm and 9 th 5:00 pm.

Location:
Alinga Street-(From East Row down towards Garema Place)
Traffic Condition:
Closed and only be used for local deliveries and performers drop off point.
Time and Date the changes will occur:
Friday 7 th February from 4:00 pm to Sunday 9 th February 5:00 pm.
Traffic Management Plan:
Barriers will be in place. Traffic Marshall will be on site to allow performance and business deliveries during this period.

Location:
Entrances to Foot Print from Bunda Street to : <ul style="list-style-type: none"> • Petrie Plaza; and • Garema Place
Traffic Condition:
Only allowing pedestrian, emergency Services and bikes. These to access points to the foot prints need to be monitored throughout the event, this action will prevent the stallholders driving their cars to the foot print.
Time and Date the changes will occur:
Friday 7 th February from 12:00 noon to Sunday 9 th February 5:00 pm.
Traffic Management Plan:
Barriers will be in place with appropriate signage.

Car parks and Lanes

Location:
London Cct to South Building Car park- (Legislative Assembly)
Traffic Condition:
Only Allowing stall holders and disability card holders to park in short stay area – long stay car park will operate as usual.
Time and Date the changes will occur:
Friday 7 th February from 4:00 pm to Sunday 9 th February 5:00 pm.
Traffic Management Plan:
Security Guard on site.

Location:
London Cct to North Building Car park- (Canberra Museum and Gallery)
Traffic Condition:
To be used for Cool rooms for stall holders. Disability Card Holders and Commonwealth bank car staff can park in their allocated space on Friday during the business hours.(OMATSIA to liaise with commonwealth bank to organise the permission access)
Time and Date the changes will occur:
Friday 7 th February from 5:00 am to Sunday 9 th February 5:00 pm.
Traffic Management Plan:
Traffic Marshall. Access to back of Canberra Theatre’s Building will remain as usual.

Location:
Tocumwal Lane (Bunda Street & Petrie Plaza)
Traffic Condition:
Lane and car park will be accessed from the Waste Management Contractors as of 4 th of February. Entire site will be closed as of Friday 6:00 am to deliveries and waste management depot.
Time and Date the changes will occur:
Friday 7 th February from 6:00 am to Sunday 9 th February 8:00 pm.
Traffic Management Plan:
Traffic Marshall will be on site throughout 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 7 th February from 6:00 am to Sunday 9 th February 8:00 pm.
Traffic Management Plan:
Traffic Marshall will be on site at the entrance of Ainslie Place.

Location:
Garema Place Alley way (behind bailies corner)
Traffic Condition:
Only Local deliveries will be allowed and space will be used to allocate Portable Toilets.
Time and Date the changes will occur:
Friday 7 th February from 6:00 am to Sunday 9 th February 8:00 pm.
Traffic Management Plan:
N/A

Perrin, Kristie

From: Winter, Jancye
Sent: Tuesday, 15 October 2013 2:51 PM
To: Perrin, Kristie; Ayoubi, Salar
Subject: RE: Draft Request for Tender (RFT)_Traffic Services

Approved. Thanks.

Regards

Jancye Winter | Senior Manager | Operational Manager National Multicultural Festival
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

From: Perrin, Kristie
Sent: Tuesday, 15 October 2013 2:29 PM
To: Winter, Jancye; Ayoubi, Salar
Subject: RE: Draft Request for Tender (RFT)_Traffic Services

Good Afternoon,

Just following up on the draft request for tender, can you please get back to me ASAP if you want to advertise this weekend.

If you have any queries, please let me know.

Regards
Kristie

From: Perrin, Kristie
Sent: Monday, 14 October 2013 3:34 PM
To: Winter, Jancye; Ayoubi, Salar
Subject: Draft Request for Tender (RFT)_Traffic Services

Good Afternoon,

Please find attached the draft request for tender for traffic management services, please note I have included the changes from Salar for your review.

If you could please let back to me by 2.00pm Tuesday 15 October, so I can ensure we make the Canberra Times this weekend.

If you have any queries, please let me know.

Regards
Kristie

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047



ACT
Government

Commerce and Works

17
74

Mr Adrian Dart
Care Traffic Services P/L
PO Box 1716
FYSHWICK ACT 2609

Dear Mr Dart

REQUEST FOR TENDER No. 10006.110

Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival

I refer to the tender submitted in the name of Care Traffic Services P/L ABN 72 115 342 820.
(Organisation)

Tenders lodged in response to the Request For Tender (**RFT**) listed above have been evaluated in accordance with the RFT. 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 December 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 the following insurance documentation, including receipt of payment, within seven (7) days from the date of this letter:

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

If you require further information, please contact Ms Jancye Winter Senior Manager, Office of Multicultural Affairs on telephone (02) 6205 3153 or email Jancye.Winter@act.gov.au.

Yours sincerely

Kristie Perrin
Manager
Contracts and Grants Unit
(2 December 2013



41

Dear

I refer to your tender submitted in the name of Canberra Special Events P/L ABN 162 832 457 in response to Request For Tender No. 10006.110 for Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival.

The Territory wishes to advise that Care Traffic Services Pty Ltd has been selected as the preferred Tenderer for the above requirement.

Pre-contract negotiations are currently being conducted with the preferred Tenderer and you will be advised of the outcome of those negotiations at a later date.

If you require further information, please contact Ms Jancye Winter Senior Manager, Office of Multicultural Affairs on telephone (02) 6205 3153 or email Jancye.Winter@act.gov.au.

Yours faithfully

Kristie Perrin
Manager
Contracts and Grants Unit
12 December 2013

Perrin, Kristie

From: Winter, Jancye
Sent: Monday, 9 December 2013 12:50 PM
To: Shearman, Timothy
Cc: Perrin, Kristie
Subject: RE: Letters of Intent and Decline

Thanks Tim

Approved. Go ahead.

Regards

Jancye Winter

From: Shearman, Timothy
Sent: Monday, 9 December 2013 11:01 AM
To: Winter, Jancye
Subject: Letters of Intent and Decline

I Jancye;
Attached letters for your review. Once the Evaluation Report has been duly signed and letters OK'd, Kristie can sign and post out.
Regards

Tim Shearman | Contracts Officer |
Phone 02 6207 6472 | 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

Perrin, Kristie

From: Winter, Jancye
Sent: Thursday, 12 December 2013 11:47 AM
To: Perrin, Kristie
Cc: Shearman, Timothy
Subject: RE: Traffic Management Evaluation and Worksheets

Thanks Kristie.

Happy to go ahead.

Regards

Jancye

From: Perrin, Kristie
Sent: Wednesday, 4 December 2013 10:53 AM
To: Winter, Jancye
Subject: Traffic Management Evaluation and Worksheets

Good Morning Jancye,

Please find attached a draft evaluation report and worksheets for Traffic Management for your review.

If you are happy with the evaluation report, please let me know and I will obtain the panel members signature and scan you a copy for your signature and the delegates signature.

If you have any queries, please let me know.

Regards
Kristie

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

Perrin, Kristie

From: Winter, Jancye
Sent: Thursday, 12 December 2013 11:48 AM
To: Perrin, Kristie
Cc: Shearman, Timothy
Subject: RE: Traffic Management Report and Worksheets

Will put in bag today. Jancye

From: Perrin, Kristie
Sent: Monday, 9 December 2013 8:40 AM
To: Winter, Jancye
Subject: Traffic Management Report and Worksheets

Good Morning Jancye,

Please find attached the signed evaluation report from Tim and myself; Once you have signed the report, can you please get Nic to signed and provide me a copy, once I received the signed report, I will email care traffic a letter of intent and ⁴³ a letter of decline. Tim has started the service agreement for care traffic.

you have any queries, please let me know

Regards
Kristie

Kristie Perrin | Manager
Phone 02 6205 0508 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



Tender Advertising Advice - Instructions / notes

DEADLINE: Advertising for tender/ RFP, RFQ and Consultations in local and interstate media outlets.

Advertising Deadlines	Advertising on Saturdays	Advertising on Wednesdays
Submitting TAAs	10am on Wednesdays	10am on Fridays
Submitting changes to advertising text (revised TAA)	11am on Thursdays (Charges will apply)	11am on Mondays (Charges will apply)
Cancelling advertisements (via email request)	3pm on Thursdays (Charges will apply)	3pm on Mondays (Charges will apply)
Submitting docs for uploading onto the Procurement website	10am on Thursdays	10am on Mondays

Australian Financial Review adverts: TAAs must be submitted to the SSP website administration team by **Monday at 10:00am** for Friday advertising and documents for upload on Thursday at 10:00am. If your documents aren't ready by the deadline, you must inform the Shared Services Procurement Web Administrator in writing and an appropriate sentence will be uploaded onto the website until such time as the documents are received. Email: SharedServicesProcurement@act.gov.au

Our Advertising procedure and Operational Protocols have always required that Project Officers' first gain their Manager's approval before a Tender Advertisement is placed. This advertising process remains a 'single phase' process whereby the SBS Team will continue to process a TAA from a Project Officer without the Manager's signature. The responsibility for the advertisement will remain unchanged i.e. falling solely upon the Project Officer. (It is the Project Officer responsibility that the signed TAA is filed)

It is a mandatory requirement that the Project Officer identifies an "Interim Officer" on the TAA, in case the Project Officer is inadvertently absent from their desk during the tendering period. An Interim Officer may be a peer or a manager; however the Project Officer is responsible for informing the Interim Officer that they have been nominated as an alternative point of contact for questions relating to the tender during this period.

CODE OF TENDERING

When completing a TAA Agency/Directorate staff should ensure that they are closing tenders in accordance with the "Code of Tendering (AS4120-1994)". The "Code of Tendering" (Clause 6.4) requires that the Closing of Tenders be:

- No earlier than 2.00 p.m.
- Not on a Monday or day following a public holiday.
- At least one day after a weekend, building industry holiday or rostered day off.
- At least one week after the recognised industry Christmas shut down period.

CHECKLIST

- Have all relevant approvals been obtained? This includes Shared Services Procurement management and/or GPB endorsement, Client and other relevant Delegate approvals. Electronic TAA submissions will be considered to have been appropriately checked and approved by the relevant parties, negating the need to submit a hard copy of this form or a signature from the relevant manager.
- This form should be electronically submitted to the Web Administrator <SharedServicesProcurement@act.gov.au> by the stipulated deadline.
- Documents to be uploaded onto the website should be appropriately reviewed prior to submission. Electronic document submissions will be considered to have been appropriately checked and approved by the relevant parties, including track changes and comments removed, etc. All documents including the TAA must be submitted in pdf format to <SharedServicesProcurement@act.gov.au> by the stipulated deadline. If your documents aren't ready by the deadline, you must inform the Web Administrator in writing and an appropriate sentence will be uploaded onto the website until such time as the documents are received. Cancelling advertisements or changing closing date additional information, this may result in a \$55.00 - \$85.00 charge (cost varies depending if it changes the advert size).
- Documents exceeding 1.5mb will not be uploaded onto the Procurement website, and must be made available via other means; In some cases this is written into the RFP/RFP/RFQ or Consultation paper that they are made available from the project officer. In terms of uploading onto the website, a maximum of 4 documents per tender is preferred, in addition to any addenda issued subsequently. Documents which exceed this requirement can be compiled into one document and split or be made available in DVD format.

Submit requests for these publications by the stipulated deadlines:		Submit requests for these publications *as soon as possible:	
<input checked="" type="checkbox"/> The Canberra Times	Date: 19/10/2013	<input type="checkbox"/> Financial Review* (Friday for Tender Section) Cost is recoverable from Directorate/Agency	Date:
<input type="checkbox"/> The Australian (week days) <small>Cost is recoverable from Directorate/Agency</small>	Date:	<input type="checkbox"/> Other * <small>Cost is recoverable from Directorate/Agency</small>	Date:
<input type="checkbox"/> The Weekend Australian <small>Cost is recoverable from Directorate/Agency</small>	Date:	<input type="checkbox"/> Other* <small>Cost is recoverable from Directorate/Agency</small>	Date:
Please tick the box below if this advertising requirement is for a <input type="checkbox"/> notice of intention to tender, <input type="checkbox"/> consultation paper		<input type="checkbox"/> Consultation	
<input type="checkbox"/> for comment, <input type="checkbox"/> Expression of Interest <input type="checkbox"/> Pre-Tender Consultation <input type="checkbox"/> Other:			
Project / Tender Title: <i>A brief and meaningful title.</i>	Provision of Traffic Management Services for the 2014-2016 National Multicultural Festival		
Tender No: <i>Please tick to indicate if tender is Capital Works or Goods & Services.</i>	10006.110	<input type="checkbox"/> Capital Works	<input checked="" type="checkbox"/> Goods & Services
Prequalification Category:	Project No.:		

Special Requirements: <i>(Published in the Newspaper)</i> <i>Mandatory briefings should include date, time and location.</i> Example of text: A mandatory site inspection will be held at 10:00am on Friday, 18 October 2013. Potential Tenderers are requested to meet at the West Belconnen Resource Management Centre, Park wood Road, Macgregor. Attendees are to register their contact details with Project Officer prior to the inspection. Please refer to the RFT document for further information.	NA		
Description: (WEB ONLY) No more than a few sentences describing the tender (web only) Example of text: The works contained in the tender involve the construction of a new internal road within the Narrabundah Long Stay Park including associated civil services to service 19 dwelling sites within the park.	The provision of Traffic Management Services for the 2014-2016 National Multicultural Festival.		
Directorate: <i>or Public Authorities & Territory Owned Corporations you are doing the work for</i>	Community Services Directorate		
Closing Date: (eg: Tuesday, 18 September 2013)	Thursday, 7 November 2013.		
Project Officer: (and agency or company name) <i>Mandatory to provide contact details for both Project Officer and Interim officer.</i>	Tim Shearman	Phone: (prefer Landline)	6207 6472
	It is a mandatory requirement that the Project Officer identifies an "interim Officer" on the TAA, in case the Project Officer is inadvertently absent.		
Interim Officer: (and agency or company name)	Kristie Perrin	Phone: (prefer Landline)	6205 0508
Generic Email Address:	DHCSContractsandGrants@act.gov.au		
Technical Enquiries: (and company name)		Phone: (prefer Landline)	
Will the documents be published on the Shared Services Procurement website? While all open tenders are advertised on the Procurement website, accompanying documents may be available through other means.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If the documents will <u>not</u> be available from the Procurement website, please state the details of the contact for provision of hard copies.			
Name of Company & Address:			

Electronic Approvals / or Signature (hardcopy) – Should be kept for audit purposes Territory Records Act 2002

Manager's Signature For file purposes (not required by Web Administrator) The Web Administrator is <u>not</u> in any way responsible to have Manager's signature on this form, as this remains the sole responsibility of the Project Officer.		Date: <input type="text"/>
---	--	----------------------------



NEWSPAPER CLIPPING

Copies of advertised text (newspaper clipping) will be provided to Project Officers following the date of advertising. (Monday's after Saturday advertising and Wednesday's).

TENDER

Linking Purchasers and Suppliers Together

www.tenderlink.com



www.procurement.act.gov.au

Documents may be downloaded from the Shared Services Procurement Website at procurement.act.gov.au from Saturday morning, unless otherwise stipulated.

CONSULTATION comments are invited:

LOADING & DECANTING 'BUNDLE' PACKAGE:

CANBERRA HOSPITAL REDEVELOPMENT - VARIOUS SITES & BUILDINGS AROUND THE CAMPUS

Project No: 23274
 Tender No: 23274.100
 Qualification Category: CB - 49 or National Prequalification Scheme equivalent

Special Requirements/Notes: A non-mandatory industry briefing will be held on Friday, 22 October 2013 in the Auditorium in Building 2, Level 2 at The Canberra Hospital. Attendees are to register their contact details with the Project Officer prior to the briefing. Please refer to the RFI documentation for further information.

Closing Date: 14 November 2013
 Technical Enquiries: Brett Petherbridge (Health Directorate - HD) Ph: (02) 6174 6256

Project Officer: Phil Gant Ph: (02) 6174 8017
 Interim Officer: Jack Chu Ph: (02) 6174 8022

Email Address: SharedServicesProcurementInfrastructure@act.gov.au

FREE PUBLIC WIFI CAPABILITIES

Tender No: 23179.110 Project No: 23179
 Closing Date: 01 November 2013 by 5.00pm

Project Officer: Hannah Gill Ph: (02) 6207 0171
 Interim Officer: Peter DeGraaff Ph: (02) 6205 0271

Email Address: ICT.Tenders@act.gov.au AG19122

Please note that this consultation process is held without prejudice and is in no way a guarantee of any further procurement process/ies.

EXPRESSION OF INTEREST

St Solar Australia (FLSR) is inviting expressions of interest from suitable, quality professional services providers to provide the following services:
 - Civil Works including installation of temporary construction offices, temporary fence for material storage, temporary and permanent parking lots, permanent access roads, permanent security fence, and site preparation (grading)
 - Support Structure and Solar Panel Module Installation including the driving of steel posts, the attachment of various additional steel structures, and installation of solar panels
 - Electrical Works including trenching, installation and termination of cable, combiner boxes, and electrical equipment (inverters and transformers)

The Nyngan Solar Flagship project is located in Nyngan, NSW. The Nyngan Solar Flagship project will commence construction in January/February 2014 with completion in approximately May 2015.

As part of the requirements under the tendering arrangement, the Nyngan Solar Flagship project is subject to the National Code of Practice for the Construction Industry ("National Code"). All interested companies and subcontractors must comply with the National Code. Additionally, all building operations shall be subject to the Office of the Federal Safety Council (OFS) accreditation.

For further information, please contact: Gavin Randall, Project Manager
 Email: Harof@act.gov.au
 Address: Level 3, 16 Spring St., Sydney, NSW 2000 Australia

St Hilliers

All Subcontractors & Suppliers wishing to provide the following:
 Australian War Memorial - WW1 Galleries 28/10
 The building work 2013 expires in three projects

Please forward expressions of interest to:
 scas@sthilliers.com.au
 P: 07 3212 5912 F: 07 3212 6301
 185A Uccross Rd, 1165452



MONARCH BUILDING SOLUTIONS

MONARCH Building Solutions is seeking expressions of interest from sub-contractors and suppliers to provide:
 - Hotel Kurralong Rehabilitation
 Please submit expressions of interest to:
 Richard@monarchbuildingsolutions.com.au
 Tender closing: 1 November 2013

WORKS PROGRAM 1B: MANUKA OVAL

Suppliers & subcontractors wishing to provide the above project are invited to submit their expressions of interest to a Construction Managers (CM) Pty Ltd.
 Info@cbcm.net.au
 Technical enquiries phone: 02 6202 5410



www.procurement.act.gov.au

Documents for the tenders advertised below may be downloaded from the Shared Services Procurement Website at www.procurement.act.gov.au from Saturday morning, unless otherwise stipulated. Hardcopies may be obtained directly from the representative nominated below. For those tenders requiring prequalification, tenders must be prequalified by the tender closing date. Refer to the prequalification area of the above mentioned website for further information. A Building Entry Submitting a tender for Building Work on an ACT Government site from 1 January 2012 requires an Industrial Relations & Employment (IRE) Certificate. Detailed information is available at www.procurement.act.gov.au/prequalification/industrial-relations

TENDERS are invited for:

CONSTRUCTION: PROPOSED FIRE & RESCUE STATION AT SOUTH TUGGERANONG

Tender No: 17189.308 Project No: 17189
 Prequalification Category: CB - 20

Special Requirements/Notes: A non-mandatory tender briefing will be held at 1.30pm on Tuesday, 29 October 2013. Potential Tenders are requested to meet at the New West Belconnen Ambulance and Fire & Rescue Station, Lhotsky Street Chormwood. Attendees are to register their contact details with the Project Officer prior to the briefing. Please refer to the RFI document for further information.
 Closing Date: 21 November 2013

Project Officer: Rob West Ph: (02) 6207 5948
 Interim Officer: Matthew Cannon Ph: (02) 6205 7684
 Email Address: SharedServicesProcurementInfrastructure@act.gov.au

TRAFFIC MANAGEMENT SERVICES: 2014-2016 NATIONAL MULTICULTURAL FESTIVAL

Tender No: 10006.110 Project No: 23400
 Closing Date: 07 November 2013

Project Officer: Tim Shearman Ph: (02) 6207 6472
 (Community Services Directorate - CSD)
 Interim Officer: Kristie Perin Ph: (02) 6205 0508
 (Community Services Directorate - CSD)
 Email Address: DHCSContractsandGrants@act.gov.au

SECURITY SERVICES: LOCKING OF GATES & TOILETS - CANBERRA WIDE

Tender No: 22737.110 Project No: 22737
 Closing Date: 28 November 2013

Project Officer: Chris Haouil Ph: (02) 6205 2428
 Interim Officer: David Kyburz Ph: (02) 6205 4971
 Email Address: SharedServicesProcurement@act.gov.au

REQUEST FOR EXPRESSION OF INTEREST: CONSTRUCTION OF A MULTI-STORY CAR PARK ON THE CALVARY HOSPITAL CAMPUS, ACT

Tender No: 22323.190 Project No: 22323
 Prequalification Category: ACT prequalification level of DC or Contractor Building (Non-Residential) for \$50m

Closing Date: 19 November 2013
 Project Officer: Richard Blakely-Kidd Ph: (02) 6174 8025
 Interim Officer: Sophie Gray Ph: (02) 6174 7022
 Email Address: SharedServicesProcurementInfrastructure@act.gov.au

MANAGING CONTRACTOR PMCA SERVICES: ALEXANDER MACONOCHE CENTRE - PROVISION OF ADDITIONAL FACILITIES

Tender No: 23055.110 Project No: 23055
 Prequalification Category: CE, Consultant - engineering services with superintendence (includes CE-D)

Closing Date: 05 November 2013
 Project Officer: Clinton Harvey Ph: (02) 6207 0257
 Interim Officer: Darren Smith Ph: (02) 6207 7431
 Email Address: SharedServicesProcurementInfrastructure@act.gov.au

The above tenders close at 2:00pm (local Canberra time) on the specified dates and should be placed in the Shared Services Procurement Tender Box Reception, Level 2, Macarthur House, White Street LYNGHAM ACT 2602 or unless otherwise stipulated in the documentation.

NOTE: Sub-contractors with payment problems on ACT Government construction projects are invited to phone (02) 6207 5542

ATTENTION BUILDERS

Alterations and extensions to St Andrew's Church, Poplar Hill, Werrimbong (not for sale). Expressions of interest to Peter and John 0238 32900

IQON

MANUKA OVAL RECREATION PROJECT
 Subcontractors and Suppliers providing quotations for the above project are invited to submit them by Friday 25 October 2013 to:
 ACN 006 838122
 Colleen Coole
 Phillip Adams
 Enquiries to Richard: Tel: 02 6207 5977 Fax: 02 6205 5979 Email: ramsland@act.gov.au
 Builders Licence No: 1599232
 The National Code of Practice for the Construction Industry applies to all projects.

IQON

AUSTRALIAN WAR MEMORIAL DIRECT WORLD WAR GALLERIES PROJECT

Subcontractors and Suppliers providing quotations for the above project are invited to submit them by Friday 25 October 2013 to:
 ACN 006 838122
 Colleen Coole
 Phillip Adams
 Enquiries to Richard: Tel: 02 6207 5977 Fax: 02 6205 5979 Email: ramsland@act.gov.au
 Builders Licence No: 1599232
 The National Code of Practice for the Construction Industry applies to all projects.

Tenders Services



CONTRACT NO. 02/2014 ELLERTON DRIVE EXTENSION - DESIGN AND DOCUMENTATION

Queanbeyan City Council is seeking tenders from consultants to undertake the design and documentation for the extension of Ellerton Drive, Queanbeyan. Interested parties are to register on www.tenderlink.com/qcc to download documents at no charge. Enquiries should be directed to Ell Ramsland only via the portal's online forum. If you experience difficulties accessing the above website please call Tenderlink's Helpdesk on 1800 233 533. Compulsory briefing meeting will be held 10am on Wednesday 30th October 2013 at the access road between No. 32 and No. 34 Severne Street, Queanbeyan.

The closing date and time for tender submissions is 2pm on Thursday 14 November 2013.

DISCOVER SKILL SEARCHING

Tailored results matched to your unique skills.

Visit MyCareer.com.au

Declutter your life.

Start selling with BuyandSell.com.au for FREE for 7 days!



The easy way to Buy and Sell

AG19122



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	<p>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 ACT's cultural diversity.</p> <p>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.</p> <p>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.</p> <p>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.</p>										
Estimated value (\$)	The combined total contract value for the three (3) year period will be capped to \$1,680,000 (GST Inclusive).										
Timing/urgency	<p>Indicative timeframe:</p> <table><tbody><tr><td>RFT advertised</td><td>06/07/2013</td></tr><tr><td>RFT Closes</td><td>30/07/2013</td></tr><tr><td>Approval of Tender Evaluation Report</td><td>23/08/2013</td></tr><tr><td>Contract Awarded</td><td>26/08/2013</td></tr><tr><td>Debrief Unsuccessful Tenderers</td><td>26/08/2013</td></tr></tbody></table> <p>(Note: timings are estimates and may change after the Procurement Plan is signed)</p>	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
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										

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: <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> • 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: <ol style="list-style-type: none"> 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;

	<p>7. Portable Toilets; and 8. Waste Management Services.</p> <p>Approximately (150) entertainers being paid less than \$20,000 will be procured through a Letter of Agreement.</p>
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	<i>Caroline Hall</i>	Date	26/6/13

SHARED SERVICES PROCUREMENT RECOMMENDATION			
Project Officer	Emma Mirenda	Signature and Date	<i>EM Mirenda</i> 26.6.13
		Phone Number	54969
Manager	<i>ALL MOSEKITO</i>	Signature and Date	<i>[Signature]</i> 26.6.13
Director / Executive Director	<i>[Signature]</i>	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	<i>[Signature]</i>	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	<i>Meredith Whitten</i>	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 IRU 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 + aeriads
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

55

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;

- 50
- (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

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);

- 45
- (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
<i>Services to be completed on site at the following times:</i>
1 st Day of Festival - approx 9pm.
2 nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3 rd Day of Festival – approx. 8am, 11am & 2pm

Ainslie Place:
Ten Single Toilets, One Disabled & One Wash / Sink Stand
<i>Services to be completed on site at the following times:</i>
2 nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3 rd Day of Festival – approx. 8am, 11am & 2pm

Corner Petrie Plaza & London Circuit
Ten Single Toilets, One Disabled & and One Wash / Sink Stand
<i>Services to be completed on site at the following times:</i>
2 nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3 rd 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
<i>Services to be completed on site at the following times:</i>
2 nd Day of Festival - approx. 8am, 11am, 2pm, 5pm & 8pm
3 rd 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.

42

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:

- 49
- (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 with 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	Garema Stage - 1 x Static
		1	9	Monitor Event: Crowd Control, Responsible Serving of Alcohol etc. Event Shutdown 12.00am – 1am	Festival Footprint - 3 x Roving
				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
	4pm-Friday to 8am Saturday	2	16	Overnight Event/Structures protection	Festival Footprint 1 x Roving 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	6pm-1am	6	42	Monitor Event: Crowd Control, Responsible Serving of Alcohol etc.	Garema Place 1 x Static
					Petrie Plaza Stage 1 x Static
Event shutdown Midnight – 1am					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	10am - 6pm	6	48	Footprint Set up: [remove unauthorised vehicles] 10am to 11am	Garema Place 1 x Static Petrie Plaza Stage 1 x Static City Walk South 1 x Static
Event Shutdown 5pm – 6pm				Monitor Event: Crowd Control, Responsible Serving of Alcohol etc	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 marquees and the general area in and around Garema Place from Midnight.			1 st 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.			2 nd 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			3 rd 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

- (f) 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 REQUIREMENTS

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 with 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 with 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 with 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 with 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

Risk Criteria

ATTACHMENT I



ACT Government Risk Matrix

Frequency	Low	Medium	Moderate	Major	Catastrophic
Injuries or ailments not requiring medical treatment	Internal Review	Minor injury or First Aid Treatment Case.	Serious injury causing hospitalization or multiple medical treatment cases.	Life threatening injury or multiple serious injuries causing hospitalisation.	Death or multiple life threatening injuries.
Limited effect to something of low significance	Scrutiny required by internal committees or internal audit to prevent escalation.	Transient, minor effects	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.
Low-level repairable damage to commonplace structures	Moderate, short-term environmental harm	Mostly repairable damage	Permanent damage to items of cultural significance	Significant, medium-term environmental harm	Long term environmental harm
Minor errors in systems or processes requiring corrective action, or minor delay without impact on overall schedule.	Strategies not consistent with Government's agenda. Trends show service is degraded.	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.	Significant damage to structures or items of cultural significance	Irreparable damage to highly valued items of cultural significance
1% of Budget or <\$5K	> 10% of Budget or <\$5M	2.5% of Budget or <\$50K	> 5% of Budget or <\$500K	> 10% of Budget or <\$5M	>25% of Budget or >\$5M

	Frequency	Low	Medium	Moderate	Major	Catastrophic
Almost Certain is expected to occur in most	Once a quarter or more	>1 in 10	Medium	Medium	Medium	Medium
Likely Will probably occur	Once a year or more	1 in 10-100	Medium	Medium	Medium	Medium
Possible Might occur at some time in the future	Once every 1-5 years	1 in 100-1,000	Medium	Medium	Medium	Medium
Unlikely Could occur but doubtful	Once every 5-20 years	1 in 1,000-10,000	Medium	Medium	Medium	Medium
Rare May occur but only in exceptional circumstances	Once every 20-100 years	1 in 10,000-100,000	Medium	Medium	Medium	Medium

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.
Unsatisfactory	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 control 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 Risk and High Risk especially where the risk is persistent or acute or where injury require us to act immediately to take steps to fix the problem.

** The suggested timing of treatment does not mean that immediate action might 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 characteristics of the risk and the suggested treatment of the risk and the occurrence of the risk.

14

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	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Footprint does not allow adequate exits and access points to the area; and Building big structures with not enough spaces in between 	<ul style="list-style-type: none"> Injury to people; and Negative community impact. 	Senior Manager OMATSIA
4	Electrical failure due to inclement weather	<ul style="list-style-type: none"> Extreme weather condition eg, storm , rain Cables are not correctly typed and tagged; and Generators not appropriately places 	<ul style="list-style-type: none"> Cancellation or postponing the event Negative publicity; and Possible injury to member of the public 	Festival Event Manager or their nominated delegate

W

5	Injury to public, performers and stall holders	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Stallholders selling alcohol without appropriate licensing; • Selling alcohols to underage participants; and • No limitation and alcohol policy in place. 	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Business entries and views are being blocked by Marquees and stages; and • Possible damages to their properties 	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Not enough staff to undertake the procurement process; • Failure to engage subject matter experts in procurement process ; and • Tender not advertised in time. 	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • The access are being blocked by Marquees and stages; and • Possible damages to their properties/ cars; • Delay to access emergency services; and • Noise level; 	<ul style="list-style-type: none"> • 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.

12

11	Failure to build and pack up the infrastructure on time	<ul style="list-style-type: none"> • Extreme weather conditions; • Infrastructure not available; and • Contract not in place. 	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • 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 <i>This field is for the risk controls that already exist and are currently managing the risk.</i>	Risk Rating			Control Effectiveness Rating	Action to be taken <i>Can include further risk treatment strategies or a rationale behind no further action where rating is rated as "Room for Improvement" or "inadequate."</i> <i>Reference can be made to an attaching "cost/benefit analysis" or "risk treatment action plan" for relevant risks.</i>	Risk Treatment Owner/ officer responsible for Management of Risk Treatments	Risk rating following additional risk controls			Control Effectiveness rating	Monitoring and reviewing <i>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."</i>
		Consequence Likelihood of Conseq	Inherent Risk Rating					Consequence Likelihood of Conseq	Residual Risk Rating			
1	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<p>Regular meetings with Finance team.</p> <p>Regular communication with stallholders and Contractors.</p>
2	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 <i>This field is for the risk controls that already exist and are currently managing the risk</i>	Risk Rating				Action to be taken <i>Can include further risk treatment strategies or a rationale behind no further action where rating is rated as "Room for Improvement" or "inadequate."</i> <i>Reference can be made to an attaching "cost/benefit analysis" or "risk treatment action plan" for relevant risks.</i>	Risk Treatment Owner – officer responsible for Management of Risk/Treatments	Risk rating following additional risk controls				Monitoring and reviewing <i>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."</i>
		Consequence	Likelihood of Consequence	Inherent Risk Rating	Control Effectiveness Rating			Consequence	Likelihood of Consequence	Residual Risk Rating	Control Effectiveness Rating	
4	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> All stallholders must hold temporary alcohol licences; and Regular monitoring by ACT police and Festival Event Managers; 	Major	Likely	High	In adequate	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Regular stall checks; Undercover inspectors; Action to be taken as soon as issues in find. Liaise with ACT police during the event.
7	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Compulsory courses for stallholders on food hygiene and handling; and Quality checks. 	Festival Event Manager	Moderate	Possible	Medium	Adequate	<ul style="list-style-type: none"> 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 health.
8	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Seeking advice from Contracts and Grants Unit and Shared Services procurement; Seek advice from Government Solicitor Office 	Minor	Unlikely	Medium	Adequate							
10	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Record all the Correspondence. Undertake a residence in a satisfactory survey.

Risk Reference	Risk Controls which are currently in place <i>This field is for the risk controls that already exist and are currently managing the risk</i>	Risk Rating			Control Effectiveness Rating	Action to be taken <i>Can include further risk treatment strategies or a rationale behind no further action where rating is rated as "Room for Improvement" or "inadequate".</i> <i>Reference can be made to an attaching "cost/benefit analysis" or "risk treatment action plan" for relevant risks.</i>	Risk Treatment Owner/officer responsible for Management of Risk	Risk rating following additional risk controls			Control Effectiveness Rating	Monitoring and reviewing <i>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."</i>
		Consequence	Likelihood	Residual				Consequence	Likelihood	Residual		
11	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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							

7

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
<p>Compliance with all required Legislation and Regulations Tenderers are to provide copies of all applicable licenses required for the safe and proper delivery of the Services .</p> <p>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.</p>	Met/Not Met
WEIGHTED CRITERIA	Weighting %
Tenderers are to detail and provide evidence against the following:	
<p>Service Delivery Model</p> <ol style="list-style-type: none"> 1. Tenderers are to outline their proposed service delivery model which details: <ol style="list-style-type: none"> (a) their understanding of the principles and practice of the public events and its potential to achieve 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. 2. Tenderers are to detail the Risk Management Strategy for service establishment and delivery. 3. Tenderers to detail how they will meet the Festival deadlines. 	<p>50%</p> <p>20</p> <p>20</p> <p>10</p>
<p>Social Procurement</p> <ol style="list-style-type: none"> 4. Tenders are to outline how they address the following elements of social procurement and community benefits outcomes they will support. Examples include: <ol style="list-style-type: none"> (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; 	10%

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 Criteria. 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) identification 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.

Ottewill, Matthew

2014/11421

From: nigel.baker@act.gov.au
Sent: Friday, 22 August 2014 2:40 PM
To: Shared Services, ACT Record Services
Cc: Baker, Nigel
Subject: Request for new file

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

fileType: new

closePart:

AmendTitle:

origDept: **COMMUNITY SERVICES DIRECTORATE - CSD**

origBranch: **SERVICE STRATEGY AND COMMUNITY BUILDING**

origSection: **FINANCE AND BUDGET**

origGroup: **CONTRACTS AND GRANTS UNIT**

mdb: **TVKAAA**

tvkFunction: **PROCUREMENT**

tvkActivity: **Tendering Services**

sentence: **453-324.001 (NI2007-312 - Procurement Records) Destroy 7 yrs after tender process is completed**

tvkSubject: none

freeText: **Provision of Traffic Management Services for the 2014 - 2016 National Multicultural Festival - Tender Number 10006.110**

crossRef:

class: **In-Confidence**

inConfidenceType: **Commercial**

National:

authName:

authTitle:

authDesignation:

limitedAccessOfficer:

createdBy: **Nigel Baker**

createdByPhone: **58425**

createDate: **22/08/2014**

physicalLocation: **NCH 153 Emu Bank, BELCONNEN 2617**

actionOfficer:

notes:

submitted on: **22/08/2014** by: **ACTGOV\Nigel Baker**

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

len(request.Form) = 788