

Expressions of Interest
Creative Production Services for 2022 Sydney
New Year's Eve Calling Country

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Invitation for Expression of Interest

Produced by the City of Sydney (City), Sydney New Year's Eve is a local and global celebration that reaches an audience of more than 425 million people worldwide and is attended by more than 1 million people around the harbour foreshore. Research conducted found that Sydney New Year's Eve has a direct economic impact of \$280 million to Sydney.

Sydney New Year's Eve embodies the City of Sydney's organisational values of collaboration, courage, integrity, innovation, quality, and respect.

The Calling Country is Sydney New Year's Eve's Welcome to Gadigal Land, respectfully acknowledging the custodians of the land on which Sydney New Year's Eve is held. The Calling Country showcases Indigenous artists and culture on a global stage.

The City seeks Expressions of Interest ('EOI') for a qualified Indigenous Business to provide Creative Production Services for the 2022 Sydney New Year's Eve Calling Country (Calling Country). The Service Provider must engage Indigenous artists to work with to deliver the Calling Country and collaborate with the City and Sydney New Year's Eve creative teams on ceremony, projections, pyrotechnics, music, and live performance.

The EOI will be conducted in two stages.

Indigenous Enterprise

As part of the City's intention to stimulate Indigenous business development by providing Indigenous Australians with more opportunities to participate in the local economy, it is a mandatory condition for participation in this EOI that Respondents are an Indigenous Business (as defined in the Contract).

The City will exclude any response from further consideration if it considers that the Respondent does not meet the evaluation criteria of being an Indigenous Business (as defined in the Contract).

The Respondent acknowledges and agrees that if it is successful, it will be a condition of the resulting Contract that the Respondent declares that it is an Indigenous Business (as defined in the Contract) and that the Respondent must provide Notice to the City if, at any time during the term of the Contract it ceases to be an Indigenous Business (as defined in the Contract).

The Respondent must provide the City with Notice in writing immediately if at any time prior to entering into the Contract it is no longer an Indigenous Business (as defined in the Contract).

The City retains the right to exclude a Respondent from further consideration if, at any time prior to entering into the Contract, the City becomes aware that the respondent is not an Indigenous Business (as defined in the Contract).

Stage One – Initial Concept

Stage One is an open call for applicants to submit a proposal. Submissions must be made in the manner requested in the Submission Requirements below.

Submission Requirements

Stage One submissions must be made using the online form. Emailed submissions or submissions received after 5pm AEST on Tuesday 12 July 2022 will not be accepted.

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To complete the form, the following information is required to provide:

1. Organisation details and contact details for the project lead;
2. Company profile including the size of your organisation, organisation structure, demonstration of Indigenous ownership or registration as an Indigenous Business (as defined in the Contract) and brief history of your organisation;
3. Demonstrated experience in connection to Indigenous culture, artists and creatives;
4. List of proposed artists, consultants or other creative suppliers to be engaged by your organisation for delivery, detailing their experience in delivering an Indigenous cultural program;
5. Brief description of capacity to deliver the services and experience in providing creative direction on a major event of a similar scale and nature; including demonstrated experience and an understanding of delivering a program showcasing Indigenous culture;
6. Outline of experience and capability to engage and contract creative suppliers;
7. Statement (500 words max) describing your concept for the Calling Country. Up to 3 images can be uploaded;
8. An indicative budget including a management fee and all costs to deliver the services including the engagement of subcontracted suppliers, artists and creative staff etc.;
9. Copies of insurance as outlined in the brief. Alternatively provide confirmation if successful you will take out these policies.

Please ensure that all files are clearly labelled with the applicant's name. The maximum file size for each file is 5MB.

In making a submission, applicants accept the City's terms and conditions without reservation.

Stage Two - Concept Development

Following the review of the Stage One proposals, the City will invite shortlisted applicants to participate in Stage Two – Concept Development.

Submission Requirements

Stage Two applicants will be invited to submit a proposal which must include the following:

1. The Calling Country creative concept;
2. Artwork or visuals relating to your creative concept;
3. List of live performance artists to perform on Broadcast Partners stage;
4. Details of soundtrack composer/s to develop a soundtrack to accompany the 9pm fireworks of eight minutes;
5. CVs/bios of all members of the Artwork/Project team and a list of sub-contractors;
6. Proposed fee and a detailed budget demonstrating key items for inclusion to deliver the Calling Country; and
7. Insurance certificates of currency (if not provided as part of stage one):
 - (a) Public Liability - \$20 million
 - (b) Professional Indemnity - \$5 million

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(c) Worker's Compensation / Personal Accident.

Stage Two Fee

The City will pay a fee of \$1,000 (ex GST) to Stage Two applicants on receipt of a complete and conforming submission, in acknowledgement of the work required to complete the submission.

Key Dates

The EOI closes on **Tuesday 12 July 2022 at 5pm** (AEST time).

Submissions received after 5pm (AEST) will not be accepted.

Activity	Date
Expressions of Interest Open	Tuesday 21 June 2022
Expressions of Interest Close	5pm, Tuesday 12 July 2022
Shortlisted Creative Consultants notified	Monday 25 July 2022
Stage Two submission due	5pm, Monday 8 August 2022
Selected Calling Country Creative Production Service Provider Notified	Week commencing 15 August 2022

General Information

Evaluation

Proposals will be evaluated according to:

1. Demonstrated capacity, relevant experience and technical ability in carrying out services of a similar scale and nature including creative direction, personnel allocation, qualifications;
2. Demonstrated knowledge and understanding of Indigenous culture;
3. Demonstrated experience of personnel and sub-contractors in delivering a program showcasing Indigenous culture;
4. Experience and capability in engaging, contracting and managing creatives and suppliers;
5. Proposed creative concept and methodology including images, calibre and experience of collaborating artists;
6. Proposed creative concept budget
7. An Indigenous Business (as defined in the Contract).

Fee

- The City cannot accept any quotation with a total price in excess of \$120,000 (excluding GST). In the interests of the community, and with high regard to public funds, the City strongly encourages Respondents to provide their best price for the term.
- Respondents are to submit a fixed fee within the budget range for the delivery of the Calling Country for 2022 Sydney New Year's Eve;

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- The fee includes all payment to artists invited by the Creative Production Service Provider to work on the Calling Country, costume costs and licensing fees
- The Creative Production Service Provider is responsible for contracting and payment of fees for all artist collaborators
- Bidders must submit quotations in the manner required by this request for quotation and respond to all parts outlined in the returnable information.

Further questions

All questions in relation to the EOI process must be made in writing to Lina Magiropoulos via magiropoulos@cityofsydney.nsw.gov.au by Tuesday 12 July 2022.

Please check this page regularly for any updates on the EOI process.

The Brief

The Calling Country Creative Production Service Provider ("Service Provider") must develop a Calling Country program for 2022 Sydney New Year's Eve (the Event), commencing at 9.00pm on 31 December 2022 and concluding at 9.11pm on 31 December 2022.

In order to assist the Service Provider in the carrying out of the Services, the City will:

- Manage and produce the Event;
- Provide the intensity map for the purpose of choreographing the fireworks display and composing the fireworks soundtrack;
- Facilitate creative meetings with all key stakeholders, and;
- Contract and manage all other Event suppliers and partners that do not fall within the remit of the Service Provider (including Broadcast Partner, Pylon Projection Content Service Provider, Fireworks Service Provider and Lighting Service Provider).

The Service Provider must:

- Work in collaboration with the City and service providers to provide the creative direction of the eleven-minute Calling Country segment, scheduled to commence at 9pm;
- Collaborate with the City and the TV broadcaster, to develop and deliver a three-minute live performance on the stage for the TV broadcast, including the engagement of all artists and performers;
- Ensure the live performance includes the presentation of a message stick to the Lord Mayor of the City of Sydney (schedule to start at 9.08pm);
- Collaborate with the City and TV broadcaster to develop and deliver pre-recorded segments for the TV broadcast, including a behind-the-scenes segment;
- Collaborate with the City and the Fireworks Service Provider, to deliver the fireworks display choreographed to the eight-minute 9pm soundtrack and intensity map to ensure that the fireworks display supports the Calling Country segment;
- Engage, contract and pay for any composer/s and/or musician/s to deliver the soundtrack to the eight-minute fireworks display from 9pm;
- Ensure the soundtrack complements the intensity map provided by the Fireworks Display Service Provider;
- Collaborate with the City and the Pylon Projections Content Service Provider, to develop and provide artworks and designs for the eleven-minute animated sequence presentation to be projected onto the Sydney Harbour Bridge pylons for the Calling Country segment;
- Collaborate with the City and the Lighting Services Provider & Designer to ensure the lighting display compliments all creative elements of the Calling Country segment;
- Engage, pay and collaborate with Indigenous artists in all the development, delivery and performances of the Calling Country creative program elements;
- Identify Indigenous artists to collaborate on the development of the general Sydney New Year's Eve program.

GENERAL REQUIREMENTS

The Service Provider must:

- Attend regular 'Sydney New Year's Eve' meetings with the City which include the pylon projection service provider, fireworks service provider, lighting service provider, and broadcast partner (approximately 15 meetings of 1.5 hours each);
- Consult with Metropolitan Local Aboriginal Land Council on the development of the Calling Country program and incorporate feedback as directed by the City;
- Submit any information and/or documentation as requested by the City within a timely manner;
- Comply with the City's program and any directions from City staff for the purposes of meeting compliance requirements e.g. noise management restrictions;
- Acknowledge that there may be operational constraints where the delivery of the Services may need to be adjusted in order to continue operation under respective constraints;
- Engage, contract and pay all artists and/or subcontractors involved in the delivery of the Services;
- Be responsible for payment of all fees for all artist collaborators, subcontractors and personnel involved in the delivery of the Services;
- Seek and assign all Intellectual Property Rights in any work created, produced or developed by the Service Provider in accordance with the Agreement;
- Engage Indigenous interns to help to shadow the delivery of the Services;
- Submit a post event report outlining key successes and recommendations to improve the delivery of the scope of work in future;
- Have adequate capacity, systems and procedures to supply and manage the requested services during the Term, and;
- Provide suitably experienced personnel who are able to successfully deliver the scope of work.

Sustainability

- In providing the Services, the Service Provider must:
 - a) Meet all relevant national and local environmental protection laws, regulations and standards;
 - b) Prevent pollution, ensure the safe storage, transportation and disposal of hazardous materials and avoid the use of toxic and persistent chemicals, and;
 - c) Minimise the negative environmental impacts of goods and services throughout their lifecycle by assessing and mitigating risks across operations, transport and supply chains.

Procedure for commissioning services

Payment of fee for Services will be a lump sum price in accordance with the Agreement which will be paid in four instalments:

- a) First instalment: 10% paid on the completion of Milestone 1 noted in the Key Dates and the receipt of valid tax invoice;
- b) Second instalment: 30% paid on the completion of Milestone 2 - 8 noted in the Key Dates and the receipt of valid tax invoice;
- c) Third instalment: 30% paid on the completion of Milestone 9 - 14 noted in the Key Dates and the receipt of valid tax invoice, and;
- d) Fourth instalment: 30% (remainder of the fee) will be paid on the completion of Milestone 15 - 17 noted in the Key Dates and the receipt of a valid tax invoice.

Key Dates

Milestone	Date	Activity
1	Week commencing 22 August 2022	First creative meeting.
2	29 August	Confirmation of artists including soundtrack musician/composer, performers, visual artist(s)
3	5 September 2022	Creative concepts first draft presented. Commence discussions with Pylon Projection Content Creation Supplier.
4	12 September 2022	Creative concepts second draft presented.
5	19 September 2022	Creative concepts completed. Soundtrack first draft due to City for feedback.
6	26 September 2022	Soundtrack second draft due to City for feedback.
7	30 September 2022	Pylon projection creative storyboard finalised. Soundtrack finalised and delivered to City.
8	10 October 2022	Present live performance content to the City for feedback.
9	Week commencing 14 November 2022	Pylon projection colour testing night to review projections.
10	Tuesday 22 November 2022	Pylon projection creative animation finalised and proved by the City.
11	Week commencing 5 December 2022	Media Launch (date and time to be confirmed by the City).
12	Week commencing 5 December 2022	Pre-recording of the ideas behind the creative concepts with the television broadcast partner.

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Milestone	Date	Activity
13	26 December 2022 TBC	Performance rehearsal at television broadcast partner studios.
14	30 December 2022	Full rehearsal of all components.
15	31 December 2022	Event day/evening.
16	13 January 2023	Provision of a post event report.
17	Week commencing 23 January 2023	Debrief meeting.

EOI Terms and Conditions

By participating in the EOI process, participants acknowledge and accept the following terms and conditions.

1. STAGE ONE SUBMISSIONS

- Stage One submissions must be submitted using the online form by 5pm AEST on Tuesday 12 July 2022.
- All Stage One submissions must be made at the artist's own cost.
- All engagements relevant to the submission must be disclosed / outlined in the Stage One submission.

2. SHORTLISTING AND SELECTION

- All decisions made by the City in relation to the EOI process are final.
- The shortlisting and/or selection of applicants will be at the sole discretion of the City. Shortlisting is no guarantee of selection.
- The City will exclude any response from further consideration if it considers that the Respondent does not meet the evaluation criteria of being an Indigenous Business (as defined in the Contract) at the time of lodging its response
- Stage Two submissions for shortlisted applicants must be submitted in accordance with the instructions specified by the City.
- Shortlisted applicants must consider any feedback or directions provided by the City in response to their Stage One submission, and as part of preparing their Stage Two submission.
- The City will pay \$1,000 (excluding GST) on receipt of a complete and conforming Stage Two Submission by the Key Date specified by the City, and a valid tax invoice. This is the maximum amount payable for a Stage Two Submission.
- Shortlisting and/or acceptance of applicants may be subject to an interview process.

3. GENERAL

By submitting an Expression of Interest, the respondent acknowledges that:

- Participants in the EOI process must comply with all directions given by the City in relation to the EOI process.
- Respondents must not make any statements to the media about the EOI process and/or the Project without prior approval from the City.
- Respondents will be responsible for obtaining public liability insurance (minimum of \$20 million per occurrence), professional indemnity insurance (minimum of \$5m per incident), and worker's compensation or personal accident insurance as required by law. Shortlisted organisations must provide the City with certificates of currency for all required insurances.
- The City at its absolute discretion reserves the right to accept or reject any Expression of Interest, to decide the quote shortlist regardless of any Expression of Interest and to issue or not issue a Request for Quote.

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- The City at its absolute discretion reserves the right to reject the offer of any Respondent who has any unresolved disputes with the City.
- Any costs incurred by respondents in any way associated with the preparation and submission of this Expression of Interest, will be entirely borne by the respondent.
- No legal or other obligations will arise between a respondent and the City unless or until formal documentation has been signed.

4. EXPRESSION OF INTEREST PROCEDURE

4.1. Briefing

The City may offer briefings to Respondents from time to time. At the briefing the City's representative will discuss, answer or clarify any issues raised by a Respondent about any requirements in the Expression of Interest. The City is not obliged to answer any questions before the briefing.

4.2. Information and Enquiries

Where a Respondent has any doubt about the meaning of any aspect of the Expression of Interest, the Respondent must make enquiries about and clarify matters with the City's Procurement Representative. All enquiries about the Expression of Interest must be referred in writing to the City's Procurement Representative.

All communications related to this Expression of Interest should be addressed to the City's Procurement Representative (via the contact details specified in the key conditions) and not to other the City officers or other persons. The attention of Respondents is drawn to condition 2.3.

4.3. Respondent Not to Solicit City Personnel

Subject to condition 2.2, Respondents (or any representative of a Respondent) must not at any time before the City makes a final decision to accept a submission, contact or interview or attempt to interview or to discuss or to attempt to discuss with Council members, employees, authorised representatives other than City's Procurement Representative in accordance with the Expression of Interest, any matter about the Expression of Interest or any other Expression of Interest submitted in response to the Expression of Interest. The City reserves the right to reject any submission which contravenes this condition.

For clarity, a representative of a Respondent, for the purpose of this condition, includes a person or other legal entity who acts at the request of a Respondent or its agent. Also, this condition does not prevent ordinary business or other contact arising from or pertaining to the City functions (so long as that contact is not used to interview or attempt to interview or to discuss or to attempt discussion on any matter relating the Expression of Interest.

4.4. Returnable Forms

Respondents must complete all parts of the Expression of Interest forms. The City may reject any Respondents Expression of Interest which does not provide all the required information.

5. LODGEMENT OF EXPRESSION OF INTEREST

Any Expression of Interest s received by the City after the closing date will not, unless the *Local Government (General) Regulation* provides otherwise, be considered by the City.

All Expressions of Interest lodged will become the property of the City and on no account will they be returned to the Respondent.

6. ACCEPTANCE OF EXPRESSION OF INTEREST & CONTRACT

If the City accepts an Expression of Interest, it will issue a notification to the preferred Respondent. This notification does not create a contract with the Respondents. The City and preferred Respondent are legally bound only when a written Contract is executed by the parties. Lodgement of an Expression of Interest will itself be an acknowledgement and representation by the Respondent that it agrees to comply with the Contract in its entirety.

No amendments to contract conditions will be accepted.

7. CONFLICT OF INTEREST

In this clause "conflict of interest" means an actual or potential pecuniary or non-pecuniary conflict of interest (see the Council's Code of Conduct under Governance for further explanation of these terms). Respondents must disclose any conflict of interest in undertaking the requirements of the specifications and contract. Where a Respondent has a conflict of interest, the Respondent must provide the City in writing with detailed information about the nature and scope of the conflict of interest and include details of any arrangements proposed to resolve or manage the conflict of interest should the Respondent be awarded the contract. Based on the information provided by the Respondent, the City will make the final decision regarding the Respondents conflict of interest. If a conflict of interest is not disclosed by a Respondent and the City then becomes aware of the conflict, Respondents may be excluded from this Expression of Interest and/or any future process by which the City is seeking the provision of goods or services.

Additional Information relating to the City's requirements of Respondents regarding how to submit an Expression of Interest, frequently asked questions and ethical business conduct can be found on the website.

8. NO BUSINESS IN ABUSE

Respondents are advised that the City has resolved to adopt the "No Business In Abuse" pledge and is currently reviewing the implementation of the pledge in the context of its procurement policies. If and to the extent this review results in a change to the City's existing procurement practice and such change affects this procurement process an addendum will be issued to all Respondents. For the information of Respondents, the pledge provides that all companies should:

- a) have zero tolerance for child abuse;
- b) Respect people's fundamental rights to freedom from arbitrary and indefinite detention;
- c) Not treat people in a cruel, inhumane or degrading manner; and
- d) Commit to transparency and independent monitoring to ensure these principles are upheld.

9. ASSESSMENT CRITERIA

Expressions of Interest will be examined and evaluated according to the criteria tabled in the Key Conditions.

Each of the mandatory evaluation criteria listed above is critical to this Expression of Interest. *They are not of equal weight for evaluation and are not listed in order of priority.*

Respondents compliance on each of the mandatory evaluation criteria will be separately evaluated using the Evaluation Rating Scale below:

Score Rating	Description
90 – 100	No risk, excellent response with added value and innovation
80 – 89	No risk, excellent response

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Score Rating	Description
70 – 79	Very low risk, good response
60 – 69	Low risk, good response
50 – 59	Low risk, acceptable response
40 – 49	Medium risk, but acceptable response

If a Respondent receives a score of less than 40 in any one mandatory assessment criteria, that Respondent will be deemed non-compliant and will not be recommended for acceptance by the City.

The City may undertake financial assessments of Respondents to determine their financial capacity to undertake the works under the contract. This may be undertaken by a third party appointed by the City.

On request the Respondent must provide recent year's financial information which may include financial statements (P&L, Balance sheets and notes) and Management accounts / financial statements.