

## Expression of Interest Calling Country Creative Services 2023 and 2024 Sydney New Year's Eve (with the option to extend to 2025)



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# Invitation for Expressions of Interest

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## Introduction

The Council of the City of Sydney ("the City") invites Expressions of Interest for the delivery of **Calling Country Creative Services** for the **2023 - 2024 Sydney New Year's Eve (with the option to extend to 2025)** in accordance with this request.

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.

Calling Country respectfully acknowledges the custodians of the land on which Sydney New Year's Eve is held and showcases Aboriginal and Torres Strait Islander artists and culture on a global stage. Calling Country is a harbour-wide ceremony embracing and honouring the Dreaming of this place and our relationship to it.

This will be a two staged procurement. Following this EOI, shortlisted applicants will be invited to Tender for services. Participation in Stage two – Select Tender will be at the City's discretion.

Respondents must submit Expressions of Interest in the manner required by this document.

### Expression of Interest and Select Tender timings

Activity	Date
Expressions of interest open	Thursday 6 April 2023
Expressions of interest close	Wednesday 3 May 2023
Shortlisted respondents notified	Tuesday 16 May 2023
Select Tender documents issued to shortlisted respondents	Friday 19 May 2023
Stage two applications briefing	Thursday 25 May 2023
Stage two – Select Tender closes	Tuesday 13 June 2023
Stage two – Select Tender presentation of proposed concept	Week commencing 19 June 2023
Successful Tender informed and contracted	Week commencing 7 August 2023

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## Aboriginal and Torres Strait Islander Enterprise

As part of the City's intention to stimulate Aboriginal and Torres Strait Islander business development by providing Aboriginal and Torres Strait Islander Australians with more opportunities to participate in the local economy, it is a mandatory condition for participation in this EOI (and subsequent RFT) that Respondents are an Aboriginal and Torres Strait Islander 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 Aboriginal and Torres Strait Islander Business.

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 Aboriginal and Torres Strait Islander Business.

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 Aboriginal and Torres Strait Islander Business.

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## Stage One – Expression of Interest

Stage One is an open call for applicants to submit an Expression of Interest proposal. Submissions must be made in the manner requested in the Submission Requirements outlined in this document.

For the purposes of the EOI, Council is not seeking a proposal for the full Calling Country Creative Services Scope as outlined in the Specification. This scope information is being provided for the information of respondents only.

Council is instead seeking the information from respondents outlined in Returnable Schedule of this document only. This includes details of your organisation, key personnel, experience and capacity, knowledge and understanding of Aboriginal and/or Torres Strait Islander culture, acknowledgement of the requirements and a proposed creative concept for 2023 Sydney New Year's Eve.

Stage One submissions must be made using the online form. Emailed submissions or submissions received after 11am AEST on Wednesday 3 May 2023 will not be accepted.

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.

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## Stage Two – Select Tender

Following the review of the Expression of Interest proposals, the City will invite shortlisted applicants to submit a formal Tender.

Applicants invited to Tender will be:

- Issued with formal Request for Tender documents to complete within a stipulated timeframe. Documents will be issued via Tenderlink and invited applicants will be required to register with Tenderlink
- Invited to attend a pre-Tender submission briefing with City staff to outline the process for Tender as well as provide an opportunity to ask and clarification questions. It is anticipated this briefing will take place in the week commencing 25 May 2023.
- Be required to attend a meeting with City staff to present their creative concept for consideration. It is anticipated this presentation will be up to 60 minutes in length. It is anticipated this presentation will take place in the week commencing 19 June 2023. Further details will be provided to shortlisted applicants as required.

### Stage Two Fee

The City will pay a fee of \$3,000 (ex GST) to invited Stage Two applicants on receipt of a complete and conforming Tender submission and presentation to City staff. This fee is to acknowledge the work required to complete this stage of the process. Selection for Stage Two is at the sole discretion of the City.

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## Fee

For the purposes of the EOI, Council is not seeking a full fee proposal for the Calling Country Creative Services Scope as outlined in the Specification. The

following information is being provided for the consideration of EOI respondents only.

- The City cannot accept any quotation that exceeds a total cost of \$125,000 (excl GST) per year of contract. 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 selected to Stage Two – Select Tender will be asked to submit a detailed budget that has a total fixed fee that is within the budget range for the delivery of the Calling Country for 2023 Sydney New Year's Eve.
- If selected for Stage Two -Select Tender, the fee must include detail on all expense items including payments to artists invited by the Creative Services Provider to work on the Calling Country, costume costs, artwork commission (or licensing), soundtrack (commission fee and licensing fee) and performance fees.
- The Creative Services Provider is responsible for the contracting and payment of fees for all artist collaborators.
- Bidders will be required to submit quotations in the manner required and respond to all parts outlined in the returnable information.

# Key Conditions of Expression of Interest

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## Summary

Summary	Description
<b>Name of Expression of Interest</b>	<b>Calling Country Creative Services 2023 - 2024 Sydney New Year's Eve (with an option to extend 2025)</b>
<b>Expression of Interest Number</b>	<b>E-2023-926</b>
<b>Closing Date</b>	<b>11 am, Wednesday 3 May 2023</b>
<b>Closing Time</b>	<b>11:00am</b>
<b>Contact Person</b>	<p>Contract enquiries should be directed to the Procurement Representative only. Enquiries may be submitted by:</p> <p>by e-mail to the Council's Procurement Representative as follows:</p> <p><b>Lina Rouzios</b></p> <p>Email: <a href="mailto:lrouzios@cityofsydney.nsw.gov.au">lrouzios@cityofsydney.nsw.gov.au</a></p>
<b>Lodging an Expression of Interest</b>	<p>Stage One submissions must be submitted using the online form by 11am AEST on Wednesday 3 May 2023.</p> <p>All Stage One submissions must be made at the artist's own cost.</p>
<b>Evaluation Criteria</b>	<ol style="list-style-type: none"><li>1. Proposed creative concept: including reference images, presentation of theme and story, calibre and experience of collaborating artists, and cohesiveness of curatorial vision and detail for each program element.</li><li>2. Demonstrated capacity to deliver the program including relevant experience in carrying out services of a similar scale and nature, details of key project personnel.</li><li>3. Demonstrated knowledge and understanding of Aboriginal and/or Torres Strait Islander culture combined with experience in the delivery of large-scale programs showcasing Aboriginal and/or Torres Strait Islander art and culture.</li><li>4. An Aboriginal and/or Torres Strait Islander enterprise demonstrated by either Aboriginal and/or Torres Strait Islander ownership of 50 per cent or more, or majority of employees are Aboriginal and/or Torres Strait Islander or a registered or certified Aboriginal and Torres Strait</li></ol>

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Summary	Description
	<p>Islander businesses maintained by Supply Nation or other similar Aboriginal and Torres Strait Islander registration/membership.</p> <p>5. Acknowledge that the services must be delivered within the budget provided by the City and that a detailed costing breakdown will be provided if selected to proceed to Stage Two – Select Tender</p> <p>6. Acknowledged commitment to WH&amp;S.</p> <p>7. Acknowledge commitment to required insurances.</p> <p>Please See Clause 8 in the Standard Conditions for further detail</p>
<b>Expression of Interest Documents</b>	<p>The documents that comprise this Expression of Interest include:</p> <ul style="list-style-type: none"> <li>• Expression of Interest Form.</li> <li>• <b>Event Services Agreement.</b></li> </ul>
<b>General Conditions of Contract</b>	<p>The general conditions of contract for this EOI will consist of: <b>Event Services Agreement.</b></p>

# Standard Conditions of Expression of Interest

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## 1. EXPRESSION OF INTEREST

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

- The City at its absolute discretion reserves the right to accept or reject any Expression of Interest, to decide the tender list regardless of any Expression of Interest and to issue or not issue a Request for Tender.
- 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.

## 2. EXPRESSION OF INTEREST PROCEDURE

### 2.1. 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.

### 2.2. 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.**

### 2.3. 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.

#### 2.4. 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.**

### 3. LODGEMENT OF EXPRESSION OF INTEREST

Expressions of Interest must be lodged by:

- using the online form by 11am AEST on Wednesday 3 May 2022.
- All Stage One submissions must be made at the artist's own cost.

Any Expression of Interest 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.

### 4. 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.**

### 5. 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.

## 6. 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.

## 7. 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
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.

# Specifications

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## Background Information

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 more than \$280 million to Sydney.

Calling Country respectfully acknowledges the custodians of the land on which Sydney New Year's Eve is held and showcases Aboriginal and Torres Strait Islander artists and culture on a global stage. Calling Country is a harbour-wide ceremony embracing and honouring the Dreaming of this place and our relationship to it. The City is seeking to engage a qualified Aboriginal and Torres Strait Islander organisation to provide Creative Services for the 2023 and 2024 Sydney New Year's Eve Calling Country. The successful Service Provider will have an option to extend to the 2025 Sydney New Year's Eve Calling Country, if exercised.

The Service Provider must engage Aboriginal and/or Torres Strait Islander artists to work with to deliver the Calling Country and collaborate with the City's creative team on ceremony, projections, pyrotechnics, music, and live performance.

The Calling Country component of the event consists of the following:

8:57pm – 9:00pm	Welcome to Country (this element will be created by a third-party supplier engaged directly by The City and is not part of the scope of works required).
9:00pm - 9:08pm	Calling Country fireworks (includes soundtrack, Sydney Harbour Bridge lighting and projections).
9:08pm - 9:11pm	Calling Country live performance on TV Broadcast Partners stage (includes Sydney Harbour Bridge lighting and projections).
9:11pm	Message Stick presentation to The Lord Mayor at the conclusion of the Calling Country live performance.

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## Objectives

To respectfully acknowledge the Gadigal of the Eora Nation as the traditional custodians of the water and land that we now call Sydney.

To showcase Aboriginal and Torres Strait Islander artists and culture on a global stage.

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## Summary:

The Service Provider are responsible for the delivery of the following elements:

- **Pylon Projections** – the Service Provider must supply an overarching creative concept including sample imagery and/or curated original artworks. The City's projection content supplier will turn the concept and imagery or artwork into projection animations in collaboration with the Service Provider.
- **Live performance** – The Service Provider is responsible for the activity onstage including any performers, musicians, instruments, and props, in addition to costumes, hair, and makeup. The City's TV Broadcast Partner will supply the stage, stage management and production elements.

- **Message Stick** – The stage performance must include the presentation of a message stick to the Lord Mayor.
- **Fireworks Soundtrack** – The soundtrack must be an original commissioned work with rights assigned to the City in perpetuity including a) rights to any musical compositions used in the Calling Country performance (comprising of music and lyrics), sound recordings and live performance; b) the right to reproduce, publish, communicate to the public or engage a third party to reproduce, publish, or communicate to the public; and c) the right to use the material in City reports, print media, social media or other promotional publications.
- **Artist Management** - the Service Provider is responsible for engaging, contracting, and paying any performers or artists.

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

- creatively lead, 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
- 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)
- Ensure that the City's TV Broadcast Partner will supply the stage, stage management and production elements
- Provide access to the rehearsal space at the City of Sydney Creative Studios for up to 6 days.

### Scope of Work

The Service Provider must develop a Calling Country overarching creative concept, including sample imagery and/or curated original artworks, for the Sydney New Year's Eve (the Event), commencing at 9.00pm on 31 December and concluding at 9.11pm on 31 December in each year.

The Service Provider must:

- work in collaboration with the City and the City's Service Providers to provide the creative direction of the 11-minute Calling Country segment, scheduled to commence at 9pm. This includes 8 minutes of pylon projections and curated soundtrack followed by a 3-minute live performance, including the presentation of the message stick, as part of the TV broadcast of the event
- be responsible for the engagement, contracting, payment and management of all artists and performers involved in the Calling Country segment including the live performance, the pylon projections, the fireworks soundtrack and any other elements delivered by the Service Provider under this agreement
- deliver the Calling Country segment soundtrack which must be an original commissioned work with rights assigned to the City in perpetuity including:
  - a) rights to any musical compositions used in the Calling Country performance (comprising of music and lyrics), sound recordings and live performance
  - b) the right to reproduce, publish, communicate to the public or engage a third party to reproduce, publish, or communicate to the public
  - c) the right to use the material in City reports, print media, social media or other promotional publications

- collaborate with the City and the Fireworks Service Provider, to ensure that the fireworks display supports the curatorial vision for the Calling Country segment
- collaborate with the City and the Pylon Projections Content Service Provider, to develop and provide artworks and designs for the 11-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
- for purposes of clarification, the Service Provider will develop a new creative concept for each year of the contracted agreement.

## 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
- 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
- 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
- Provide suitably experienced personnel who are able to successfully deliver the scope of work.

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## Key Dates & Deliverables

Milestones	Date	Deliverable
1	Week commencing 14 August 2023	First creative meeting (regular, weekly, meetings will be scheduled following this meeting).
2	Wednesday 23 August 2023	Creative concepts first draft presented. Confirmation of artists including soundtrack musician/composer, performers, visual artist(s)
3	Friday 1 September 2023	Creative concepts second draft presented. Soundtrack first draft due to City for feedback
4	Friday 8 September 2023	Creative concepts completed. Soundtrack second draft due to City for feedback Commence discussions with Pylon Projection Content Creation Supplier.

5	Monday 18 September 2023	Soundtrack third draft due to City for feedback. Pylon projection creative storyboard finalised.
6	Monday 25 September 2023	Final mastered soundtrack delivered to City.
7	Monday 9 October 2023	Present live performance content to the City for feedback.
8	Mid November 2023	Pylon projection colour testing night to review projections.
9	Monday 13 November 2023	Pylon projection creative animation finalised and delivered to City (NB: with Pylon Projection Content Creation Supplier).
10	1 December 2023	Submission of WHS documents, as required
11	Week commencing 4 December 2023	Media Launch (date and time to be confirmed by the City).
12	Week commencing 4 December 2023	Pre-recording of the ideas behind the creative concepts with the television broadcast partner.
13	Saturday 30 December 2023	Performance rehearsal on ABC Stage, Sydney Opera House
14	Sunday 31 December 2023	Event day/evening.
15	Week commencing 15 January 2024	Provision of a post event report.

Dates are subject to change. Dates for future years will be provided by the City prior to the first creative meeting.

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## Payment Schedule

Payment of the Fee will be in four instalments as set out below:

- 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: 35% paid on the completion of Milestones 2 to 6 (inclusive) noted in the Key Dates and the receipt of valid tax invoice
- c) Third instalment: 35% paid on the completion of Milestone 7 to 9 (inclusive) noted in the Key Dates and the receipt of valid tax invoice
- d) Fourth instalment: 20% (remainder of the fee) will be paid on the completion of Milestone 10 to 15 (inclusive) noted in the Key Dates and the receipt of a valid tax invoice.

# Returnable Schedules

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## Forms

The following forms **must be completed** as part of this Expression of Interest alongside the Registration of Interest and Conformance:

Schedule A - Company Information

Schedule B – Fee

Schedule C – Proposed Creative Program and Curatorial Vision

Schedule E – Respondent Current Commitments

Schedule G – Aboriginal and Torres Strait Islander Involvement

Schedule H – Previous Experience

Schedule J – WHS Management System

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## Registration of Interest

I/We have read, understood and fully informed myself/ourselves of the contents, requirements and obligations indicated in this document, submit this Expression of Interest for the performance by myself/ourselves of the **Calling Country Creative Services for 2023 – 2024 Sydney New Year's Eve (with the option to extend for 2025 Sydney New Year's Eve)** for the Council of the City of Sydney.

Legal Name/Trading Name	
Respondent's A.B.N.	
Address of Registered Office	
Contact Person Name and Position	
Telephone	
Email	
Signature and Date	

**Acknowledgement of conformity to the Expression of Interest and terms and conditions of agreement**

Does the bidder's response conform to the requirements of the EOI?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If no, please state reason:          
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**Bidders should note that a non-conforming response may result in the bidder's response being evaluated as non-compliant.**

The City will generally not enter into negotiations on the standard conditions of contract. By responding to this EOI you are deemed to have accepted the City's conditions of contract. Immaterial changes to the contract may be considered, however, if you wish to propose changes, this needs to be done prior to the closing date. Such proposed changes must be sent to the Procurement Representative via email no later than **5 business days prior** to the Closing Date of the EOI for consideration by the City.

Do you agree to be bound by all terms and conditions of the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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If you do not answer "Yes" to the above question please provide a full statement of all amendments sought, giving reasons, in the table below. These **MUST** be submitted to the City for consideration no later than **5 business days prior** to the Closing Date of the EOI, however it is important to note these amendments are not deemed to have been accepted by the City unless specifically agreed in writing prior to the EOI Closing Date/Time.

If any changes are accepted (whether wholly or in part), the amended Conditions of Contract will be issued as an addendum to all potential bidders.

Clause No	Proposed Amendments	Rationale Behind Amendments	Impact on Pricing (\$)



[illegible]

### Business Name and Related Interests

How many years has the Respondent been in business under its present business name?

In what other businesses does the Respondent have a financial interest?

### Company Profile

Respondents must provide the following information:

- Details of the size of your organisation
- Details of your corporate structure
- Brief history of your organisation

### Key Creative Personnel

Respondents must provide the following information:

- Key Creative Personnel who will be working on the project
- Summary of their experience in similar roles

## Insurances

The following insurances will be required for the engagement of the services.

- Workers Compensation / Accident Insurance
- Public Liability – Minimum required \$20m per incident
- Professional Indemnity – Minimum required \$5m per incident

Should work be sub-contracted, it is the respondent's responsibility to ensure sub-contractors hold and maintain equivalent insurances.

The successful respondent's insurance policies must be for the amounts required under the contract and the City must be noted as an interested party on the public liability policy certificate of currency.

☐ Please check this box to confirm that you hold, or will be willing to secure, the above insurances if you are the successful respondent.

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## Schedule B

## Fee

- The City cannot accept any submission that exceeds a total cost of \$125,000 (excl GST) per year of contract. **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 selected to Stage Two – Select Tender will be asked to submit a detailed budget that has a total fixed fee that is within the budget range for the delivery of the Calling Country for 2023 Sydney New Year's Eve.
- The fee must include detail on all expense items including payments to artists invited by the CreativeService Provider to work on the Calling Country, costume costs, artwork commission (or licensing), soundtrack (commission fee and licensing fees) and performance fees.
- The Creative Service Provider is responsible for the contracting and payment of fees for all artist collaborators.
- Bidders will be required to submit quotations in the manner required and respond to all parts outlined in the returnable information.

☐ Please check this box to acknowledge that the services must be delivered within the budget provided by the City and that a detailed costing breakdown will be provided if selected to proceed to Stage Two – Select Tender.

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## Schedule C Proposed Creative Program and Curatorial Vision

Respondents must submit a **proposed program** for the carrying out of the work under the Contract for 2023 Sydney New Year's Eve. The program must contain such information as required by the Contract.

Respondents must indicate the proposed hours of work and working days and must confirm that work will be performed in accordance with the conditions of consent for development application number if applicable.

Please describe your creative concept for each of the elements below and attach supporting artwork or visuals where applicable.

- a. Describe your curatorial vision for the 2023 New Year's Eve Calling Country segment.

- b. What is your creative concept for the pylon projections and fireworks soundtrack during the 8-minute fireworks display? Include a list of any artists you would engage.

- c. What is your creative concept for the 3-minute live performance on TV Broadcast stage?

For any artist listed, you must attach a CV or bio.

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## Schedule E

## Respondent Current Commitments

Respondents must list the current projects the organisation is engaged in or committed to.

The following information is to be provided for each project separately:

- Company and address
- Name of project location
- Name and telephone number of principal contact
- Description of works undertaken (or services provided)
- Project value
- Project period

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## Schedule G Aboriginal and Torres Strait Islander Involvement

Please outline your knowledge and/or understanding of Aboriginal and/or Torres Strait Islander Culture and detail your experience in the delivery of large-scale programs showcasing Aboriginal and/or Torres Strait Islander Art and Culture.

### Engagement

The Council is committed to exploring ways in which it can enhance the economic prosperity of Aboriginal and Torres Strait Islander peoples and organisations.

Through the City's Reconciliation Action Plan (RAP) and as part of the implementation of the Economic Development Plan, it will promote economic prosperity for Aboriginal and Torres Strait Islander communities in Sydney.

Is your organisation Aboriginal and/or Torres Strait Islander owned? If yes, please provide the details including the percentage Aboriginal and or Torres Strait Islander ownership?		
Is your organisation registered or certified with Supply Nation or similar membership organisation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please advise the number of Aboriginal or Torres Strait Islander staff that will be engaged in this contract. Please detail their employments status e.g. fulltime, part-time, casual etc.		
If registered with other organisations, please provide their names and details		

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## Schedule H

## Previous Experience

### List of Comparable Work

Provide further information on 3 other contracts of similar scope, complexity and scale. Council may contact these organisations for **reference purposes**. The following information is to be provided for each project separately:

#### EXAMPLE #1

Client and address

Name and location of project

Name and telephone number of principal contact

Description of works undertaken (or services provided)

Contract value range

Contract period

#### EXAMPLE #2

Client and address

Name and location of project

Name and telephone number of principal contact

Description of works undertaken (or services provided)

Contract value range

Contract period

#### EXAMPLE #3

Client and address

Name and location of project

### EXAMPLE #3

Name and telephone number of principal contact

Description of works undertaken (or services provided)

Contract value range

Contract period

## Schedule J

## WHS Management System

Describe your organisation's commitment to Work, Health and Safety (WHS).

Information provided must address the following criteria:

- Provide a copy of your organisation's WHS Policy describing the WHS Management System and responsibilities for its implementation and management.

Only the above WHS information is required for the EOI, however, respondents selected to Stage Two – Select Tender will be asked to submit the following:

- Describe how your organisation identifies health and safety risks arising from your work and its management.
- Give a brief outline of any WHS issues that have arisen with other contracts and how they were addressed.
- If your organisation's WHS Management System has received independent accreditation (e.g. Safety Map, AS4801, NSW Government WHS Management System Guidelines Accreditation etc), please provide a copy of the accreditation.
- Provide details of and claims associated with WHS infringements recorded against your organisation in the last 2 years by the Authority (WorkCover).

Please outline your policy for professional development for workers in relation to WHS.

- ☐ Please check this box to acknowledge that you must provide additional WHS documentation if selected to proceed to Stage Two – Select Tender.