



Australian Government



REQUEST FOR TENDER

National touring initiative for contemporary performance

LODGEMENT OF TENDERS

Tenders must be lodged by email by 5pm local Sydney time on **Monday 3 November 2008**. Tenders should be sent to: tenders@australiacouncil.gov.au

Your email should have "National touring initiative" as the subject heading and your tender should be an attached document that can be opened with either Microsoft Word 2007 or Acrobat Reader.

You should receive an acknowledgement of receipt within 24 hours. If you do not receive this, contact Antonietta Morgillo on 02 9215 9107.

Faxed tenders and late tenders will not be accepted.

CONTACT OFFICER

Contact for all enquiries relating to this Request for Tender (RFT):

Antonietta Morgillo, Program Manager, Theatre
Tel: 02 9215 9107 Email: a.morgillo@australiacouncil.gov.au

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NATIONAL TOURING INITIATIVE FOR CONTEMPORARY PERFORMANCE

1. PROJECT OVERVIEW

1.1. Background

The Australia Council has been funding the touring of contemporary performance in Australia since 2003. To date, this has been through Mobile States, a consortium of Australia's major independent contemporary performance presenters, about which more information can be found at this link: www.performinglines.org.au/mobilestates.php

The Council is now inviting all interested parties to tender to provide this service for the next three years (1 July 2009 – 30 June 2012).

1.2. Project overview

The national touring initiative is a cross-artform project of the Australia Council to promote and broaden the appeal of contemporary performance in Australia's major cities, jointly funded by the Theatre Board, Dance Board and Inter-Arts Office. The budget for the initiative is \$200,000 per year for three years, with the funds available from 1 July 2009.

While not every performance work presented through this touring initiative will contain elements of each artform, the entire season program should cover a diversity of contemporary performance practice that represents the best of Australian theatre, dance and hybrid art.

1.3. Aim

By touring the best Australian contemporary performance work between major Australian cities, the national touring initiative (NTI) aims to:

- increase the number of presentation opportunities for contemporary performance
- increase the national audience for this work
- increase the awareness and appreciation of contemporary performance practice.

2. REQUEST FOR TENDER REQUIREMENT

2.1. Purpose

The Australia Council invites tenders to develop, produce, manage, market and present a major national touring initiative (NTI) for contemporary performance.

While the focus of the NTI is on touring to major cities, tenderers are encouraged to consider including appropriate regional partners in their plans.

2.2. Timetable

It is proposed that the following timetable shall apply. The Australia Council will strive to adhere to this timetable but reserves the right to vary dates whenever necessary.

Tender document distributed	29 Aug 2008
Tender closing date	3 Nov 2008
Acknowledge receipt of tenders	5 Nov 2008
Complete tender assessment & approval process	28 Nov 2008
Notify tenderers	5 Dec 2008
Contract issued	27 Feb 2009
Project starts	1 July 2009

2.3. Management and production responsibilities

Tenderers are required to outline how they would address the following responsibilities:

2.3.1. Curation

The tenderer is responsible for defining the vision for the NTI, determining how this vision will be delivered and for making all decisions relating to artistic content, production needs, financial arrangements, etc to deliver the vision and outcomes outlined in the successful tender. The Australia Council will have no role in any curatorial process.

2.3.2. Marketing and audience development

The tenderer should outline their strategies for increasing the audiences and profile of Australian contemporary performance and how these strategies will be implemented and assessed.

2.4. Evaluation and reporting

The successful tenderer will need to provide the Australia Council with the final detailed NTI program and budget for the first year for the initiative and demonstrate to the Australia Council that the finalised NTI represents the same value as the draft program and budget presented in the successful tender. This information must be provided at a time to be agreed prior to the contracting of artists for the NTI.

A similar program and budget will be provided for the two subsequent years.

The successful tenderer will also be required to submit an evaluation of the NTI at the end of each year. The tenderer will be required to report against the project aims, agreed performance measures, the project budget and any further criteria set in the contract between the tenderer and the Australia Council.

2.5. Budget

The Australia Council welcomes tenders for the NTI for a total Australia Council contribution of \$200,000 per annum for the three years 1 July 2009 – 30 June 2012. The successful tenderer will be expected to contribute or raise significant further funds towards the NTI. In particular, you will be expected to seek funding support from the touring programs offered by other agencies, such as Playing Australia and the various state/territory-based regional arts organisations, and a record of success in obtaining such support will be taken into account in the application of the selection criteria.

Your budget must include all costs of complying with the RFT. It should include as much detail as available, including but not limited to:

- taxes and charges
- performance fees and charges
- marketing
- production expenses
- transport
- business expenses

Please show separately the amount of any GST included in the cost.

2.6. Process

Once expressions of interest are received they will be considered and, if one or more are considered suitable and appropriate, the Australia Council will enter into further negotiations with selected tenderers. All tenderers will be notified of the outcome.

It must be noted that this process does not bind the Australia Council into accepting any one proposal if it determines none of them are suitable. The Council has the right to end the process if it so chooses.

2.7. Assessment

The following process will apply:

- A panel consisting of representatives from the Australia Council, and where necessary, an independent expert, will conduct the evaluation of tenders.
- Strict confidentiality will be maintained by the panel in relation to information received and the proceedings of the team in managing the evaluation and selection process.
- Any tender that does not provide all required information or which contains false or misleading information may be excluded from consideration.
- Australia Council may make independent inquiries about any matters that may be relevant to the evaluation of a tender;
- Australia Council may determine a preliminary short list of tenderers. Any tenderers that are not short-listed may be excluded from further consideration.
- Australia Council may request tenderers, or preliminary short listed tenderers to provide presentations, undertake interviews or undertake clarification to assist in its assessment of the tenders.

2.8. Selection criteria

In preparing expressions of interest, tenderers must address each of the selection criteria listed below:

- The potential to realise the aim of the initiative
- A well-developed curatorial and decision-making process for identifying high quality contemporary performance suitable for national touring
- A record of successfully touring and presenting work
- Value for money

Please note that all these criteria have equal weight (that is, 25% each).

3. WHAT TO INCLUDE IN YOUR TENDER

3.1. The request for tender (RFT)

Before submitting a tender, you must read all RFT documents to understand the Australia Council's requirements. A tenderer's response to this RFT will be the major source of information for the evaluation of the tender.

At minimum, tenderers must provide the following information:

- Tenderers must include a detailed outline of how they would address the responsibilities outlined in section 2.3.
- Statements addressing each of the selection criteria in section 2.8.
- A detailed budget noting the requirements outlined in section 2.5. The tenderer must clearly outline how they will use the investment available to leverage further investment and resources to add value to the NTI.
- Demonstration of the tenderer's ability to efficiently and effectively deliver the NTI
- In evaluating your submission, considerable importance will be placed on the tenderer's acceptance of the total requirements of this RFT. You are therefore required to submit a completed version of the compliance table (section 6) indicating full understanding and acceptance, non-compliance, or non-applicability of all sections of the RFT.
- A contact for liaison and notices (see compliance form, section 6)

3.2. Additional information

Tenderers may include additional information to any features of the tender not covered by the requirements. This information, if considered of value, may be considered as part of the evaluation.

3.3. Capacity to perform

The onus for establishing the financial viability and capacity to satisfactorily perform and meet the outputs required under this RFT is on the tenderer. Tenderers should not proceed in responding to this RFT if they are unable to provide acceptable evidence of their organisation's financial viability and capacity to undertake and satisfactorily perform the tendered services.

3.4. Conflict of interest

Tenderers and their personnel must not place themselves in a position that may, or does create a conflict of interest concerning this RFT. Any potential or actual conflict of interest that may arise in the performance of their obligations under the RFT must be fully disclosed.

Identification of a potential or actual conflict of interest does not necessarily preclude a tenderer's submission from consideration. However, the Council will carefully consider the

circumstances surrounding the conflict of interest to determine whether it will compromise the attainment of Council's requirements, and if so, will promptly notify the Tenderer.

3.5. Lodgement of tenders

The date by which the tender must be lodged, as well as the email address and the required format, are outlined on the cover sheet.

Tenders lodged after the tender closing time will be opened and registered separately and will be deemed late.

Late tenders will only be admitted for evaluation at the discretion of Australia Council and only in exceptional circumstances, (e.g. failure of the tenders received by the due date to meet the selection criteria).

3.6. Confirmation of RFT receipt

The Council will send you an email acknowledgement of the lodgement of your RFT.

3.7. Requests on the status of the assessment process

The Council will not respond to requests for information on the status and progress of the RFT assessment process.

All tenderers will be informed by email of the outcome of the RFT process at its conclusion. This notification will be provided in confidence to tenderers, pending the Council's official announcement.

3.8. Requests from the Council for further information

Each tender must nominate a person to answer queries that may arise during the RFT assessment process. The name, title, address, telephone and facsimile number(s), and email address of that person must be included in the RFT.

3.9. Suspension, termination or abandonment of this process by the Council

The Council may suspend, terminate or abandon this process at any time if the RFTs will not be required or if the requirement for such RFTs is significantly reduced or varied due to changes in policy, administration, or for any other reason. In that event, the Council will notify tenderers in writing.

4. RULES AND PROCESSES GOVERNING THIS REQUEST FOR TENDER

4.1. No contractual obligations

This RFT is expressly not a contract between Australia Council and the tenderer. Nothing in this RFT or in any tender document is to be construed as to give rise to any contractual obligations, expressed or implied.

A contract will not necessarily arise or result from the submission of a tender.

4.2. Tenderers to inform themselves

The onus is on the tenderer to understand the contents of this RFT and the implications of being involved in this RFT process. The Australia Council does not accept responsibility for any misunderstandings arising from the tenderer's failure to comply with this RFT.

The Council only accepts tenders on the condition that the tenderer:

- has examined this RFT and all other information made available to the tenderer;
- has made all reasonable inquiries regarding relevant risks, contingencies and other circumstances that might affect the tender;
- satisfied itself as to the correctness and sufficiency of the tender;
- satisfied itself as to the nature and effect of any laws governing or regulating the provision of the tender services;
- involved itself in the tender process entirely at its own expense and without any costs being payable by the Council.

4.3. Right to vary or stop tender process

The Australia Council reserves the right to stop or vary the tender process, or re-tender, at anytime. Any variation to the original RFT will be given the same distribution as the original RFT.

4.4. Inquiries by tenderer

All inquiries by potential tenderers for information should be addressed only to the nominated contact officer named on the cover of this RFT.

Where, in the opinion of Australia Council, further information provided to one potential tenderer should be provided to all potential tenderers, such information will be given the same distribution as the original RFT.

4.5. Tender content

Should a potential tenderer find any discrepancy, ambiguity, inconsistency, error or omission in this RFT document, they should notify Australia Council in writing as soon as possible, and in any case before the closing date for the tender so that Australia Council may take any corrective action it considers necessary.

4.6. Alterations, erasures or illegibility

Tenders are liable to be rejected where they contain alterations or erasures, incomplete, ambiguous or illegible prices or terms, or insufficient information to enable proper evaluation.

Alterations cannot be made to tenders after the tender closing time unless it can be clearly demonstrated to the satisfaction of Australia Council that a clerical or keying error has been made by the tenderer.

4.7. Ownership of tender documents

All tender documents will become the property of Australia Council on lodgement.

Intellectual property owned by the tenderer or third parties and contained in the tender documents will not pass to Australia Council with the property in the tender documents.

However, Australia Council is licensed to use and copy that intellectual property to the extent necessary to conduct an efficient tender process. All information made available in response to this RFT will be treated as commercial-in-confidence.

4.8. Acceptance of tenders

Australia Council is not bound to accept the tender. Tenderers whose tenders are not accepted will be notified.

Australia Council reserves the right to negotiate with other tenderers in the event that a contract cannot be successfully negotiated between Australia Council and the preferred tenderer.

4.9. Collusive tendering

Tenderers and their personnel must not engage in any collusive bidding, anti-competitive conduct or similar conduct with any other tenderer or other person in preparing or lodging a tender.

4.10. Joint tendering

The Australia Council will accept joint tenders. For example a consortium of presenters may submit a tender.

A tender submitted by a consortium will only be considered if the consortium specifies the details of all members of the consortium. The consortium must also agree to contract with the Australia Council through a single legal entity. That legal entity may be a member of the consortium nominated and agreed by all members of the consortium. If a consortium is the successful tenderer, it will be a condition of contract that a memorandum of understanding (MOU) is agreed between of consortium members, and that this MOU will reflect the undertakings in the successful tender and this RFT.

A single point of contact for the consortium must be specified for negotiation and contract management matters.

The Australia Council reserves the right at its complete discretion to accept or reject a joint tender submitted on the basis that two or more organisations will be jointly and severally liable.

4.11. Misleading and deceptive conduct

Tenderers must not engage in misleading or deceptive conduct, including making statements or misrepresentations during the RFT process.

4.12. Shortlisting

The Council reserves the right in its absolute discretion, to make a shortlist of any tenderers and seek further information from those tenderers before choosing a preferred tenderer. In

the event of a shortlist being compiled by the Council, tenderers not on the shortlist will be advised as soon as possible.

5. REQUIREMENT OF COMPLIANCE WITH AUSTRALIAN GOVERNMENT POLICIES

5.1. Disclosure of information

Tenderers are informed that Australian Government agencies are subject to the operation of the *Freedom of Information Act 1982*, allowing public access to many government documents.

The *Freedom of Information Act 1982* gives to members of the public rights of access to official documents of the Australian Government. Generally, the business, commercial or financial affairs of an organization is not disclosed.

Information may also be disclosed for accountability reasons, such as a request from Parliament or a Statutory officer, such as the Auditor-General or the Ombudsman.

Notwithstanding anything in this RFT, Australia Council reserves the right, in its absolute discretion and without any liability to any tenderer, to disclose, and/or to allow the disclosure of, at anytime, any information contained in or relating to any tender to any Australian Government department, agency, authority or Minister, or any disclosure as otherwise required by Law.

Tenderers should note that embedded in the Commonwealth Procurement Guidelines is a requirement that agencies make a considered judgment at the time a contract is being negotiated or finalised about whether or not commercial information should be protected as confidential. Any party seeking to maintain confidentiality needs to make a substantiated case that disclosure would harm their commercial interest.

5.2. Protection of privacy

The Australia Council is obliged by the provisions of the Privacy Act 1988 to take contractual measures to ensure that contractors and subcontractors do not perform an act, or engage in a practice, that would breach the Information Privacy Principles.

5.3. Compliance

The tenderer will be taken to agree and comply with all rules and conditions of the RFT.

Tenderers may choose not to comply with a condition or rule or part of the RFT (non-compliance). Tenderers shall detail the extent of and reasons for such non-compliance as per the table in section 6. However, as non-compliance will be considered during the evaluation of tenders, significant non-compliance may render a tender ineligible for further consideration.

Responses will be considered non-compliant, where tenderers in any way limit, qualify, confuse or make compliance conditional in their tenders.

5.4. Improper Assistance

Tenderers should note that it is Australian Government policy to exclude from further consideration tenders that have been compiled with improper assistance of employees of Australia Council, ex-employees of Australia Council and/or contractors or ex-contractors of Australia Council, or that have been compiled using information unlawfully obtained from Australia Council.

5.5. Government policies

It is an Australian Government policy requirement that its agencies and Authorities, including the Australia Council, do not acquire goods or services from a supplier who does not comply with the *Equal Opportunity for Women in the Workplace Act 1999*, and/or the *Disability Discrimination Act 1992*.

The Australia Council is also required to ensure in its contracting and tendering processes, that the *Workplace Relations Act 1996*, and relevant Government policy, be fully recognized and complied with by those who seek to do business with the Council, to the extent applicable to their activities.

5.6. Insurance

The tenderer must have the following insurances:

5.6.1. Public risk/liability insurance

Generally, not less than \$10,000,000 per claim covering liability owed to another person who suffers loss or damage by reason of your business activities

5.6.2. Professional indemnity insurance

Professional indemnity type insurance for not less than \$5,000,000 per claim covering acts or omissions in the exercise of your trade or profession that give rise to liability (eg negligence)

5.6.3. Workers Compensation

As required by State/Territory law, sufficient for any place that your personnel are involved with, or, if you are an individual, appropriate disability income insurance for illness or injury.

6. COMPLIANCE FORM

Tenders must include a compliance form that has the following details:

- Name of organisation
- ACN
- ABN
- Contact for liaison and notices, including: name, job title, street address, postal address, telephone, fax and email
- A statement of compliance in a similar format to the following:

I certify that I have read and understood all parts to this RFT and comply with each part of the RFT. Where I do not comply, I have set out a detailed response to that part of the non-compliance part or provision.

<i>Section</i>	<i>Level of Exception *</i>	<i>Details / Reasons</i>

* Code DNC Does not comply
 PC Partially complies

End