NORTHERN TERRITORY MAJOR EVENTS CORPORATION

Request for Expression of Interest

Producer

Arafura Games 2019 Opening and Closing Celebrations

<table>
<thead>
<tr>
<th>Activity</th>
<th>Due Date</th>
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<tr>
<td>EOI Issued</td>
<td>30 July</td>
</tr>
<tr>
<td>EOI Closing Date</td>
<td>16 August</td>
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<tr>
<td>Evaluation of EOI's</td>
<td>16 August – 22 August</td>
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<tr>
<td>Issue of Request for Proposal or advice unsuccessful</td>
<td>22 August</td>
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1. OVERVIEW AND OBJECTIVES

1.1 NTMEC Overview

Northern Territory Major Events Company (NTMEC) is a dynamic organisation that delivers and supports significant events across the Northern Territory. Owned by the Northern Territory Government, NTMEC was established in 1999 with the responsibility of identifying, attracting and facilitating significant community entertainment, and sporting and cultural events.

The first event was to host a round of the Supercars Australia Championship. The Supercars have remained one of the Territory’s biggest events, attracting thousands of local, interstate and international patrons to Hidden Valley for a weekend of high-energy entertainment. In 2018, we celebrated its 21st hosting in Darwin.

Over the years, we have delivered some of the most iconic events in Australia, including music festivals like BASSINTHEGRASS, Partjima, RedCentreNATS, and Anzac Centenary celebrations. FestivalsNT joined NTMEC in 2015, combining our shared purpose of supporting and facilitating events in the Territory. NTMEC, with FestivalsNT, provides funding to a variety of existing and new events.

NTMEC head office is in Darwin and there is a regional office located in Alice Springs. Further information on our Board, events calendar and funding arrangements can be found on our website, www.ntmajorevents.com.au.

1.2 EOI Objectives

The objectives of this EOI are to:

(a) Identify a shortlist of three (3) applicants to participate in a Request for Proposal to be the preferred Supplier to design, produce and deliver the Opening and Closing Celebrations of the Arafura Games 2019.
(b) Ensure that the EOI process is transparent, undertaken fairly and will result in preferred suppliers to be invited via a Request for Proposal.
2. REQUIREMENTS AND SCOPE OF WORK

2.1 Major Events Requirements

The Vision of the NT Government’s Department of Tourism and Culture’s is to create compelling reasons to live in and visit the Northern Territory. Tourism is a cornerstone of the NT economy, supporting thousands of small and medium size businesses and 17,000 direct and indirect jobs across a range of sectors.

NTMEC wants to ensure that its major events calendar becomes the platform to deliver against this Vision, by simultaneously generating community pride and strong tourism and economic outcomes. Accordingly, our events must be world class and have corresponding first class design, production and delivery.

A key component will be the delivery and presentation of the Arafura Games 2019 Opening and Closing Celebrations.

2.2 Evaluation Criteria:

The Supplier is required to:

(a) Demonstrate its experience and capability in designing, producing and delivering community celebrations for a domestic and international audience;
(b) Communicate the supplier’s motives to be the preferred Supplier;
(c) Communicate the supplier’s vision for the Opening and Closing Celebrations;
(d) Confirm its commitment to work within the financial and other resources identified by NTMEC for the Arafura Games 2019 Opening and Closing Celebrations.

3. CELEBRATIONS

Opening: Friday 26 April 2019 commencing at 18:00 and concluding at 20:00

Venue: Darwin Waterfront (exact location to be confirmed in the Request for Proposal) and options for surrounding streets.

Bump in: TBC

Activity: The supplier to identify options for community celebrations utilising the Darwin Waterfront and potentially surrounding streets.

Bump out: TBC

Closing: Saturday 4 May 2019 commencing at 18:00 and concluding at 20:00

Venue: Darwin Waterfront (exact location to be confirmed in the Request for Proposal) and options for surrounding streets.

Bump in: TBC

Activity: Supplier to identify options for community celebrations utilising the Darwin Waterfront and options for surrounding streets.

Bump out: TBC
4. DESIGN CONCEPTS

NTMEC is looking for a supplier to design, produce and deliver the Arafura Games 2019 Opening and Closing Celebrations (“Celebrations”) commencing on Friday 26 April 2019 and ending on Saturday 4 May 2019. NTMEC’s goal is to secure a producer capable of delivering community Celebrations that would suit a domestic and international audience and that is inclusive of the arts and culture of the Northern Territory; is inclusive of the athletes of all participating nations and demonstrates awareness of the strategic objectives of NTMEC.

NTMEC requires the Supplier to address the following in creating its concept designs for the Celebrations:

- that are inclusive of the local community especially youth;
- engage with the local Arts sector
- utilise performers and contractors based in the Northern Territory
- are meaningful for all participating athletes
- connect to the strategic outcomes of NTMEC for tourism
- connect the participating nations in showcasing Darwin/Northern Territory

4.1 Opening and Closing Celebrations:

NTMEC requires the successful Supplier to provide concept designs for the Opening Celebrations that are uniquely authentic in welcoming all participating nations to Darwin.

Anticipated Protocol requirements for the Opening Celebrations to be included in the Concept Designs are:

- Athlete Arrival
- Welcome to Country
- All nations flags and protocol flags displayed
- Official Opening of the Games by the Chief Minister
- Spirit of the Games address by the Minister for the Arafura Games 2019

NTMEC requires the successful Supplier to provide concept designs for the Closing Celebrations that highlights the days of sporting competition and communicates that all nations would be welcome back in Darwin for sporting and other interests at any time in the future.

Anticipated Protocol requirements for the Closing Celebrations to be included in the Concept Designs are:

- Athletes Arrival
- All nations flags and protocol flags displayed
- Official Closing

4.2 Services

NTMEC will fully outsource the Opening and Closing Celebrations. The Supplier will be responsible for all elements of executive production, creative design, technical production, human resources, performers and event management, administration, budget management, legal and procurement processes.

4.3 Budget

Inclusions:
The Opening and Closing Celebrations Budget of Australian Dollars Five hundred thousand (AUD$500,000.00 EXC GST) should cover ALL personnel (including performers), creative elements, design, production and fabrication of all required elements associated with the delivery of the creative elements, technical production (including all audio, communications, lighting systems, rigging and power), all performer support, rehearsal costs, travel (air and ground), meal allowances and related items, Celebrations administration, securing performers and insurance and risk management costs for the Celebrations Producer and production company.
Exclusions:
NTMEC will be responsible for any costs associated with procuring the locations with ancillary services including but not limited to toilets, catering, fencing and security for the Opening and Closing Celebrations.

4.4 Conditions of Submission

The Supplier must:

(a) comply in all respects with this EOI;
(b) respond specifically to providing Design Concepts for the Celebrations as described in the Scope of Work;
(c) acknowledge that it will create a design and be able to produce and deliver the concepts in accordance with the agreed Budget.

If there is no response to a requirement specified in the Scope of Work, the Supplier will be deemed not to comply with that requirement for evaluation purposes.

4.5 Timelines

The timeframes to the bidding and evaluation process are as set out on the front page of this EOI.

NTMEC reserves the right, in its absolute discretion, to vary this timeline at any stage.

5. ASSESSMENT PROCESS

5.1 Assessment Criteria

EOI’s will be evaluated against the following criteria:

(a) overall satisfaction of requirements specified in this EOI
(b) acknowledgement of the Budget;
(c) NT Government local content requirements;
(d) experience and proven ability to supply quality design, production and delivery of community Celebrations at a high level, including past performance where applicable;
(e) capacity and capability to meet its stated commitments; and
(f) value-add and intangible factors, if any.

A Supplier is welcome to submit any further or additional information in support of its EOI.

5.2 NTMEC Discretion

NTMEC has absolute and sole discretion in relation to the assessment process, evaluation of Tenders and selection of preferred Tenderer. In particular, NTMEC:

(a) may accept the whole or any part of an EOI, and may accept an EOI either conditionally or unconditionally;
(b) is not bound to accept any EOI;
(c) may withdraw this EOI at any time;
(d) reserves the right to accept non-conforming EOI’s; and
(e) may without giving notice or providing reasons vary or alter the bid process, the terms of the EOI or the process timeline.

NTMEC is not under any obligation to enter into discussions with a Supplier in relation to the rejection of an EOI or give reasons for not accepting any EOI.
6. TERMS OF EOI

6.1 EOI Terms

In submitting an EOI, the Supplier:

(a) agrees to comply with the terms of this EOI;
(b) must meet all costs and expenses associated with the submission and evaluation of its EOI;
(c) must keep confidential all information or material concerning NTMEC, the Celebrations, and any other information specified by NTMEC as confidential;
(d) confirms that it has not given, offered to give, nor intends to give at any time any inducement or reward, including gift, loan, gratuity, endorsement or favour to any director, officer or employee of NTMEC in connection with the submitted Tender; and
(e) agrees, if successful in its EOI, is ready and will respond to the Request for a Proposal to design, produce and deliver the Arafura Games 2019 Opening and Closing Celebrations.

6.2 NTMEC Decision

The Supplier acknowledges that any decision made by NTMEC in relation to the selection of preferred Suppliers will be final and that it will not, in any jurisdiction, seek to challenge any decision by NTMEC in any way connected with the bidding process, including the following decisions:

(a) to change the EOI timetable;
(b) to vary the requirements of the EOI and subsequent Request for Proposal;
(c) to appoint a preferred Supplier;
(d) to not appoint a particular Supplier as a possible Supplier;
(e) to reject or refuse to consider an EOI; or
(f) to cancel the bidding process at any time.

The Supplier acknowledges and agrees that NTMEC is not liable for any costs, losses, damages or expenses incurred by it in preparing and lodging an EOI irrespective of whether the Supplier is successful or unsuccessful.

6.3 No Claim

The Supplier agrees to not bring any claim or proceeding against NTMEC for any damage, loss, injury or liability it may suffer in relation to the EOI and assessment process. Except for liability that by law cannot be excluded, NTMEC excludes all liability to Supplier in tort (including negligence), contract or bailment for acts or omissions of NTMEC, its employees and contractors arising out of or in relation to the tendering and assessment process, including the success or otherwise of the EOI.

6.4 Disclaimer

All information provided by NTMEC in this EOI, or in any part of the EOI process, is provided in good faith for the sole and exclusive purpose of assisting Suppliers to participate in the EOI process. It is the Supplier’s responsibility to satisfy itself as the relevance, accuracy and adequacy of the information provided by NTMEC. NTMEC is not making any representations or warranties as to the accuracy or adequacy of the information provided in the process (including in relation to forecast or other future matters), other than to the extent that such representation or warranty is made expressly herein.

7. INSURANCE

The Supplier acknowledges that if it is invited to participate in the Request for Proposal process it will submit evidence of its current insurance policies as specified in the RFP Form.

8. INTELLECTUAL PROPERTY

The Supplier may create or develop various materials, drawings, designs, models, schedules and plans for the purposes of the EOI (EOI Materials). The Supplier warrants that the EOI Materials will be original
and reproduction or other use of the EOI Materials will not infringe the Intellectual Property Rights (including moral rights) of any party.

NTMEC will maintain the confidentiality of any trade secrets or other commercially sensitive information of the Supplier contained in the EOI Materials. NTMEC acknowledges that nothing in this clause purports to assign any rights in any underlying concepts, processes and technologies referred to in the EOI Materials that were created or developed by the Supplier prior to the Supplier’s participation in this EOI process.

9. CONFIDENTIALITY

This EOI and all documents, information, know-how, data, drawings, designs, models, plans, concepts, schedules, specifications, technical information, financial information and other material information, whether written or otherwise provided to a Supplier (whether before or after the issue of this EOI or subsequent RFP):

(a) remains the property of NTMEC;
(b) is confidential;
(c) must not be used for any purpose other than for the purpose of preparing an EOI;
(d) must not be used or disclosed in any manner by the Supplier or its employees, agents and contractors without the prior written consent of NTMEC; and
(e) must be returned to NTMEC on request, or, at the direction of NTMEC, destroyed.

10. CONFLICT OF INTEREST AND INDUCEMENTS

The Supplier must divulge to NTMEC all potential conflicts of interest on or before the date the EOI is submitted to NTMEC. Failure to make adequate disclosure will be grounds for NTMEC terminating the EOI.

The Supplier confirms that it has not given, offered to give, nor intends to give at any time any inducement or reward, including gift, loan, gratuity, endorsement or favour to any director, officer or employee of NTMEC in connection with the submitted EOI.

If the Supplier is found to have committed corrupt conduct in accordance with the provisions of the Independent Commission Against Corruption Act 1998, the Tender will be disqualified and any resulting agreement void.

11. NOTICE

For the purposes of this clause, the address of a person is if addressed to NTMEC, Taneille Brann, 16 Bennett St, Darwin City, NT, 0800, taneille.brann@nt.gov.au and if addressed to the Supplier the address specified in the EOI Form or such other address of which that person has given notice in accordance with this clause.

11.1 Notice Methods

A notice, consent, approval or other communication (each a notice) under this Agreement must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

(a) delivered to that person’s address;
(b) sent by pre-paid mail to that person’s address;
(c) transmitted by facsimile to that person’s address; or
(d) emailed to the address designated by the recipient for the receipt of notices;
11.2 Deemed Receipt

A notice given in accordance with clause 11.1 will be deemed received:

(a) if delivered by hand to the recipient's address, on the date of delivery if a business day, otherwise on the following day;
(b) if sent by pre-paid mail, on the third business day after the posting; and
(c) if sent by facsimile on a business day at the recipient's, on the date of transmission, or if sent on a non-business day at the recipient's, on the next business day (in both cases as long as the sender's facsimile machine records a successful transmission);
(d) if sent by email, on the day and at the time shown in the sender's transmission report.

12. DEFINITIONS AND INTERPRETATION

In this EOI:

Closing Date means 17:00 (ACST) on Thursday 16 August 2018.

Confidential Information of a party means the following information in any form:

(a) all confidential information (including trade secrets, confidential know-how, market research and strategies and sponsor and financial information) relating to that party or a related body corporate from time to time;
(b) of which the other party becomes aware, both before and after the day this Agreement is executed.

Confidential Information of NTMEC includes the Schedules and any Events information that has not been made public.

Budget means the sum of (Australian Dollars) Five hundred thousand dollars EXC GST (AUD$500,000.00) for the performance of all of the obligations described in the Scope of Work.

EOI means a written offer made by the Supplier in accordance with this EOI.

EOI Form means the form of EOI provided to the Supplier by NTMEC.

Intellectual Property Rights means all intellectual property rights, including:

(a) patents, copyright, rights in circuit layouts, registered designs, brands, trademarks and the right to have confidential information kept confidential; and
(b) any application or right to apply for registration of any of those rights.

Scope of Work means the Scope of Work that describes the products and services to be supplied and provides sufficient information to allow Suppliers to respond to this EOI process.

Supplier means a company who has submitted an EOI pursuant to this EOI.

In these Conditions:

(a) any use of the word ‘includes’ or words such as ‘for example’ or ‘such as’ do not limit anything else that is included in general speech;
(b) the Schedules to this EOI are an integral part of this EOI and a reference to this EOI includes a reference to the Schedules;
(c) any reference to ‘$’ or ‘dollars’ is to Australian dollars;
(d) a reference to this EOI or any other document includes a reference to this EOI or any other document as amended or replaced and notwithstanding any changes in the identity of the parties; and
(e) ‘day’ means a day when the offices of NTMEC are ordinarily open for business.
NTMEC will interpret all terms of this EOI and any such interpretation will be final and binding on every person, including the Tenderer.
EOI

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<tr>
<th>Business Address</th>
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<tbody>
<tr>
<td>Facsimile:</td>
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<td>Email:</td>
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<tr>
<td>Contact and phone number</td>
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FORM

1.1 Supplier Details

Please complete the following table on company information.

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<th>Company Name</th>
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<tr>
<td>ABN</td>
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<tr>
<td>Office Address</td>
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<tr>
<td>Shareholding</td>
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<tr>
<td>Directors</td>
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1.1 The Supplier is expressing an interest to participate in the Request for Proposal for the design, production and delivery of the Arafura Games 2019:

- [ ] Opening Celebrations on 26 April 2019
- [ ] Closing Celebrations on 4 May 2019

1.2 The Supplier provides annexures that:

(a) Demonstrate its experience and capability in designing, producing and delivering community celebrations for a domestic and international audience; (please provide details of 3 similar events and include the name of event, description of contract, contract value, client name and client contact number for reference check purposes);

(b) Communicate the supplier’s motives to be the preferred Supplier;

(c) Communicate the supplier’s vision for the Opening and Closing Celebrations.

1.3 The Supplier acknowledges that the budget of (Australian Dollars) Five hundred thousand (AUD$500,000.00 EXC GST) is the maximum Budget available inclusive of all fees, costs and expenses, taxes, duties, royalties and other charges relevant to the design, production and delivery of the Opening and Closing Celebrations.

1.4 The Supplier attaches Design Concepts for the Arafura Games 2019:

(a) Opening Celebrations on 26 April 2019
(b) Closing Celebrations on 4 May 2019.
Signature:

Please complete, sign and date this EOI Form and submit it together with all attachments in accordance with clause 4 (Process for EOI Submission).

By signing this document I agree to the Terms of EOI and warrant that I am authorised to do so on behalf of the Supplier.

Date: .........................2018

....................................................
Signature

....................................................
Full Name and Position in organisation

ANNEXURES:  (Please list)

A.

B.

C.

D.

E.

F. etc.