



Request for Proposal – Vivid Sydney Charity Partner 2024

Request:

Destination NSW is seeking proposals from charity organisations to partner with Vivid Sydney for charitable purposes in 2024.

Destination NSW:

Destination NSW is the lead agency, champion and voice for the visitor economy within the NSW Government.

Spearheading a whole-of-government approach to visitor economy growth, Destination NSW is responsible for leading the delivery of the NSW Visitor Economy Strategy 2030 in partnership with government and industry.

Destination NSW influences and shapes the visitor economy through strategic research, policy and thought leadership, stakeholder engagement and consultation, commercial partnerships and investment in visitor experiences, business support, marketing and events.

Investing in a world-class events calendar to maximise economic and social benefits and, position NSW as the events capital of the Asia Pacific, is a key strategic pillar of the Visitor Economy Strategy 2030.

Vivid Sydney, the largest festival of light, music and ideas in the Southern Hemisphere and the largest event in Australia, is owned, managed and produced by Destination NSW. Vivid Sydney has been integral in positioning Sydney as the creative industries capital of the Asia Pacific and, instrumental in driving visitation to Sydney and stimulating the city's visitor economy (the 'Event'). For more information visit: www.vividsydney.com

Timeline:

Deadline for receipt of clarification requests	10am Monday 25 September 2023 (AEST)
RFP closing date	10am Monday 9 October 2023 (AEDT)
Interviews	Week commencing 16 October 2023
Successful Organisation notified	Week commencing 23 October 2023
Unsuccessful Organisation(s) notified	Week commencing 30 October 2023
Commencement of Contract	Week commencing 6 November, or otherwise negotiated



Selection criteria:

Evaluation of all received proposals will be based on the following criteria:

Criteria	Weighting (%)
Reputability and nature of proposed charity organisation and clear affiliation with Sydney and NSW.	30%
Strength, clarity, and merit of charity partner proposal, including concept, operations, marketing plans.	30%
Capacity to deliver the specifications, key considerations and general items outlined in Annexure A.	30%
Compliance with this Request for Proposal	10%
TOTAL	100%

What Destination NSW requires:

Please provide a written proposal – no more than four pages - which address the items in Annexure A, specifications of proposal required, key considerations and general items.

Attention should also be directed towards the selection criteria.

Clarification of Request for Proposal:

If you require clarification of this Request for Proposal, please click [here](#) to email the Vivid Sydney team.

Please note that any clarifications will be given to all other applicants. Clarification Addendums will be posted via the [Work with Us](#) page on the Vivid Sydney website.

How to respond to a Request for Proposal (RFP):

Please email your proposal to jo.lowrey@dnsw.com.au.

ANNEXURE A

Background

Vivid Sydney, the largest festival of light, music, ideas and food in the Southern Hemisphere and the largest event in Australia, is owned, managed and produced by Destination NSW, the NSW Government's tourism and major events agency. Established in 2009 as part of the NSW Government's strategy to generate economic growth through tourism and major events, Vivid Sydney has been integral in positioning Sydney as the creative capital of the Asia



Pacific and, instrumental in driving visitation to Sydney and stimulating the State's visitor economy.

The creative direction for Vivid Sydney 2024 is 'Humanity', exploring what makes us human and how we can make a better world, together. Read more on the Vivid Sydney 2024 creative direction [here](#).

Specifications of Service

Destination NSW is seeking proposals from charity organisations to help raise awareness for their charity for Vivid Sydney 2024 - Friday 24 May to Saturday 15 June 2024.

Please submit a proposal containing the below information for consideration:

Details of the proposed charity or community organisation, including:

- Legal Name
- Trading Name
- Contact Email
- Street Address
- Website Address
- Australian Business Number (ABN), Australian Company Number (ACN) or Equivalent International Business Number
- Australian Charity Number.
- Overview of organisation
- Company / Organisation History, Purpose, and Objectives.
- Examples of current activities by this charity or organisation.
- List of current sponsors and partners the charity / organisation works with.
- List of current ambassadors and influencers the charity /organisation works with.
- Examples on how the organisation is aligned with Sydney and NSW
- Provide the most recent charity / organisation annual report.

Proposed profile-raising activation concept for Vivid Sydney 2024, including:

- Details on the activation production and delivery
- Detail on how the activation is aligned with the Vivid Sydney 2024 Humanity creative direction.
- Project timeline
- Proposed Marketing & PR plans
- Response to the selection criteria
- How the proposed activation relates/ assists Sydney and NSW

General items:

The successful Organisation must provide:

- Appropriate public liability insurance noting Destination NSW as an Interested Party. Minimum \$20 million (AUD).
- Appropriate workers compensation insurance, and any other applicable insurances and accreditations – as required by law.
- An Australian Business Number or Australian Company Number
- High quality, guaranteed and fit for purpose Goods and Services



- Qualifications, permits, licencing and accreditations relevant to undertake the works detailed herein. Copies to be provided to Destination NSW.
- Copies of all relevant Safe Work Method Statements (SWMS).
- Project specific risk assessment against Destination NSW provided template.
- Any other specific documents as required.

The Organisation must ensure they adhere to all relevant laws and regulations applicable to the services, including the Australian Modern Slavery and Child Protection legislation.

Key Considerations:

The successful Organisation will be required to enter a Contract of Engagement with Destination NSW which includes, but is not limited to the following terms:

- Ownership of all intellectual property (including copyright) in any project material will vest in and/or be assigned to Destination NSW on a royalty free, for use worldwide, free of charge in perpetuity basis. The Organisation will agree to execute all documents and do all things required for the purposes of giving effect to this. The project material once assigned will be used by Destination NSW, tourism trade stakeholders, media, and the NSW Government
- Indemnifying Destination NSW for all work carried out.
- Abiding by a supplier's code of conduct as issued by the NSW Government
- Termination Clause, Destination NSW may at any time terminate the contract without cause and for any reason by giving 30 days' notice in writing to the Organisation, such termination being effective upon expiration of the 30-day period.
- If the Organisation does not perform the services required, the Organisation will not be granted approval or be entitled to deliver the proposed activity at Vivid Sydney 2024.
- Any case studies and public presentations are to be approved by Destination NSW prior to use.
- Any costs incurred in preparing and submitting the Request for Proposal are the responsibility of the Organisation.

Destination NSW will provide the following:

- Permission and facilitation of landowner consent to activate in the approved location(s)
- Operational guidance
- Access to power as required

Terms & Conditions

Successful suppliers are required to enter into an agreement with Destination NSW. The supplier must be a registered business and hold an Australian Business Number, Australian Company Number, or international equivalent. The agreement will include but is not limited to the items detailed below. General terms and conditions apply to all suppliers.

GENERAL

You acknowledge the importance of confidentiality in all aspects of our operations, and you agree to keep all our confidential information in absolute confidence and not to disclose any



such information to any person without our prior written consent, as per the obligations outlined in 'Confidentiality' below.

You acknowledge that lodgement and acceptance of your application under this Request for Proposal (RFP) does not automatically mean, imply, or provide a representation whatsoever that the applicant is deemed successful.

Successful applicants will be notified by Destination NSW and the services will be formalised by way of agreement.

You warrant that you have all appropriate skills, licences, insurances, accreditations and permits to apply for this RFP and can provide evidence of the same if requested.

You agree that ownership of all intellectual property rights subsisting in any material, including but not limited to photographs, plans and footage provided by Destination NSW to you under this RFP is owned by Destination NSW.

You acknowledge that information provided by you under your application is true and valid to the best of your knowledge.

You acknowledge that Destination NSW may assign any of its rights arising out of or under this RFP to the New South Wales Government or any other New South Wales Government Agency without prior notification.

You acknowledge that there may be amendments to the RFP and/or terms and conditions. Should there be any amendments to the RFP, or to these terms and conditions, an addendum will be published on www.vividsydney.com and will form part of the RFP. You acknowledge that Destination NSW has the right to remove, amend or delete all, or part of this RFP.

You acknowledge that all costs in relation to preparing your submission will be borne by you.

You acknowledge that Destination NSW is not responsible for any cause of error, delay, fault or other issue which you incur, which may prohibit all or part of your application from being submitted. This includes issues relating to use of electronic media or email, or issues relating to your application being submitted on time.

CONFIDENTIALITY

You acknowledge the importance of confidentiality in all aspects of our operations, and you agree to keep all our confidential information in absolute confidence and not to disclose any such information to any person without our prior written consent, as per the obligations outlined in 'Confidentiality' below.

In consideration of Destination NSW allowing the applicant (hereby referred to as the "Confidant") to have access to or involvement with Confidential Information (defined as information provided under or as a result of this RFP, information that is by its nature confidential, is designated by DNSW as confidential, information which is intended to be



confidential or the Confidant knows or ought to know is confidential); the Confidant agrees to the following (subject to any specific exceptions notified to it in writing by Destination NSW):

1. The Confidant will hold in the strictest confidence any Confidential Information disclosed to it or accessed, unless disclosure is directed at law such as the Government Information (Public Access) Act 2009.
2. The Confidant will ensure that its workers (including but not limited to employees or Organisations) keep the Confidential Information confidential and are responsible for ensuring that this is communicated to its workers.
3. The Confidant will not remove, distribute or share any document, file, equipment or other materials from Destination NSW's premises or systems, and it will not copy or otherwise record any information to which it may obtain access without the prior written consent of Destination NSW.
4. The Confidant agrees to take adequate precautions to preserve the confidentiality of the Confidential Information and not directly or indirectly use, disclose, publish or communicate or permit the use, disclosure, publication or communication of the Confidential Information to any person without the written permission of Destination NSW.
5. The Confidant acknowledges that Destination NSW is disclosing the Confidential Information in good faith. As such, the Confidant agrees that they will avoid causing harm to or bringing into disrepute or otherwise adversely affecting the image or reputation (including any disparaging comments) of the State of NSW, Destination NSW, the NSW Premier, Treasurer, Minister for Tourism and Sport and/or the NSW Government using Confidential Information gathered through discussions and/or negotiations with Destination NSW.
6. The Confidant agrees not to disclose to any third party (including but not limited to any journalists and/or media organisation) any Confidential Information (including but not limited to the nature, amount and reasoning surrounding any event offers and/or negotiations that have or have not been made by Destination NSW), unless agreed to in writing by Destination NSW.
7. The Confidant must immediately notify Destination NSW of any actual or suspected breach of this Agreement and must co-operate fully with DNSW in determining a course of action to limit any exposure and/or to mitigate the matter.
8. The Confidant indemnifies Destination NSW and its employees, directors, officers, Organisations and any other representatives against any costs, expenses, damage, harm and loss suffered or incurred by Destination NSW and/or such persons as a result of a breach of this Agreement or any disclosure or use of the Confidential Information other than in accordance with this Agreement by the Confidant or by any person to whom the Confidential Information is made available.
9. The Confidant acknowledges that any breach of this Agreement will irreparably harm DNSW and that a remedy at law may be insufficient to protect the interests of Destination NSW. Accordingly, Destination NSW shall in addition to any other remedies it may have under this Agreement or otherwise, be entitled to preliminary and permanent injunctive and



other equitable relief to prevent a breach or to curtail any breach or threatened breach of this Agreement.

10. The obligations of Confidentiality are on-going until Destination NSW gives the Confidant written consent to disclose the Confidential Information, the information must be disclosed at law or the information is, at the relevant time, in the public domain other than as a result of a breach of this Agreement. Such consent may be subject to conditions, which must be strictly complied with.

11. These obligations will survive the termination or expiry of the discussions and/or performance of the services by the Confidant.

12. The Confidant undertakes to disclose any conflicts of interest, real or potential, to Destination NSW, as soon as the Confidant becomes aware of them.

13. All costs as part of submitting an request for proposal is the applicant's responsibility. Destination NSW does not compensate for any application costs.

PRIVACY

Destination NSW is committed to maintaining your privacy. Keeping your data safe and increasing accountability and transparency are important principles to us. To read our Privacy Policy – please visit vivid Sydney.com/privacy. You can opt out at any time.

By submitting an RFP, applicants agree to the above Terms & Conditions.