



TERMS AND CONDITIONS OF QUOTING

For

Goods and Services

TABLE OF CONTENTS

1	CONDITIONS OF QUOTING.....	3
1.1	Background	3
1.2	Purpose of the Quote.....	4
1.3	Contact Officer.....	4
1.4	Lodgement of Submissions	4
1.5	Code of Practice and Code of Tendering	4
1.6	Collusive Arrangements.....	4
1.7	Publicity	5
1.8	Cost Borne by Respondents Submitting a Quote.....	5
1.9	Absence of Obligation.....	5
1.10	SOHT's Right to Alter the Process.....	6
1.11	SOHT's Conduct.....	6
1.12	SOHT Not Liable	7
1.13	Best Offer	7
1.14	Confidentiality	7
1.15	Goods and Services Tax	7
1.16	Acceptable Legal Entities	7
1.17	Late Submissions	8
1.18	Disclosure of Contract Information.....	8
1.19	Authorised Signatory	8
1.20	Alterations, Erasures or Illegibility	8
1.21	Rights	8
1.22	Property in Submission Documents	8
1.23	Work Health & Safety	8
1.24	Contractor's Agreement.....	9
1.25	Subcontracting	9
1.26	Enquiries from Respondents.....	9
1.27	Financial Assessment.....	9
1.28	Presentations	9
1.29	Improving or Enhancing Proposals	10
1.30	Addenda	10
1.31	Outcomes and Unsuccessful Respondents	10
1.32	Post Proposal Negotiations	11
1.33	No Preferred Proposal	11
1.34	Exchange of Information between Government Agencies.....	11
1.35	Validity Period	12
1.36	Probity and Probity Checks	
1.37	Conflicting and Competing Quotes	14
1.38	Conflict of Interest.....	15
1.39	Corrupt or Unethical Behaviour.....	15
1.40	Jurisdiction	15
1.41	Disclaimer.....	15
1.42	Evaluation of Quotes	15
1.43	Selection Criteria	16
1.44	Pricing	17
	ATTACHMENT 1.....	18

1 CONDITIONS OF QUOTING

1.1 Background

Sydney Opera House is a global icon, the most internationally recognised symbol of Australia and one of the great buildings of the world.

Sydney Opera House attracts an estimated 8.2 million visitors to the site each year. Some 1.2 million people attend performances and over 328,000 people take a guided tour to explore the magic inside one of the most recognised buildings in the world.

Sydney Opera House is a State Government owned asset that is governed by the Sydney Opera House Trust (**SOHT**). SOHT is a legal entity established by *The Sydney Opera House Trust Act 1961* and is responsible for the operation and maintenance of Sydney Opera House. Sydney Opera House generates 90% of its operational funding through commercial activities. The 10% balance of funding required to sustain operations comes from the NSW Government, which also provides funding to maintain the building.

Sydney Opera House is a unique performing arts centre, its fame and reputation allows Sydney Opera House to participate on par with the major performing arts centres around the world and attract high calibre employees, partners and performers. The strength of the brand attracts many international artists who would not otherwise travel to Australia.

Sydney Opera House is one of the busiest performing arts centres in the world, with some 2,500 events and performances each year. With seven primary venues: the Concert Hall, Opera Theatre, Drama Theatre, Playhouse, the Studio, Forecourt and Utzon Room, Sydney Opera House offers audiences an opportunity to experience the best of every performing art form.

Sydney Opera House hosts many performing arts companies, including the four key resident companies: Sydney Symphony Orchestra, Opera Australia, Sydney Theatre Company and The Australian Ballet as well as many other important Australian and International companies and artists. Sydney Opera House has also increased the profile and reach through its own programs, with more than 800 performances produced this year offering an eclectic mix of artistic and cultural activities for all ages from the educational through to the experimental.

As the icon of Sydney and Australia, Sydney Opera House is often chosen as the venue for events and celebrations of state, national and international significance – from APEC, to the Forbes Conference, to New Year's Eve to Sydney Festival outdoor concerts, the Rugby World Cup and the Sydney Olympics.

Sydney Opera House strives to ensure its reputation by providing exceptional service to everyone who visits and works at Sydney Opera House. Sydney Opera House's commitment to its customers is referenced in Attachment 1.

Sydney Opera House was designed by the Pritzker Prize winning architect Jørn Utzon. Sydney Opera House is State and National Heritage listed and in

2007 Sydney Opera House was inscribed on the UNESCO World Heritage List, as a “masterpiece of human creative genius”.

1.2 Purpose of the Quote

SOHT is seeking a Quote from suitably experienced, competent, and skilled organisations to provide the goods and services described in the Request for Quote.

1.3 Contact Officer

Requests for information or advice regarding the submission of a Quote or inquiries should be made to the officer recorded in the Request for Quote document.

1.4 Lodgement of Submissions

Quotes must be lodged in accordance with instructions in the Request for Quote.

(a) Supplementary Corporate Partnership Proposals

SOHT values the contributions of corporate partnerships to daily operations and events.

Respondents who wish to submit corporate partnership and sponsorship proposals in conjunction with this Tender must submit any proposal as a “Supplementary Corporate Partnership Proposal” separate from the Tender Schedules.

The proposal will be considered as indicated in clause 1.42.

No privilege or preferential treatment will be afforded to any sponsorship beyond the consideration indicated in clause 1.42.

Any enquiries regarding corporate partnership proposals should initially be made with the Contact Officer recorded in the Request for Quote document.

1.5 Code of Practice and Code of Tendering

All Respondents involved in this process must comply with the SOHT Procurement Policy available at:

<http://www.sydneyoperahouse.com/About/Corporate/Policies.aspx>

and the NSW Government Goods and Services Procurement Policy Framework which is available at:

<http://www.nswprocurement.com.au/>

Lodgement of a Quote will itself be an acknowledgement that the Respondent is aware of the requirements of relevant policies and that the Respondent will comply with the policies.

1.6 Collusive Arrangements

In consideration of submitting the Quote, the Respondent undertakes as a fundamental condition that:

- (a) it will refrain from engaging in any collusive practice, including offering any representative or staff member of SOHT any incentive, gift/s or benefit/s.
- (b) it has no knowledge of the Quote price of any other organisation for the Services;
- (c) except as disclosed in the Quote, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other organisation in relation to this Quote or any contract to be entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account;
- (d) it has not entered into any contract, arrangement or understanding to receive any money directly or indirectly from or on behalf of any other organisation or received any money or allowance from or on behalf of any other organisation in relation to the Quote or any contract to be entered into consequent thereon, nor will it receive any money as aforesaid;
- (e) in the event of the organisation receiving any money or allowance from or on behalf of another organisation in relation to the Quote, the organisation shall immediately give the SOHT written notice of such an event and such money or the value of any allowance shall be held on trust for and become immediately payable to SOHT; and
- (f) in the event of the organisation paying or allowing to or on behalf of a trade or industry association or another organisation any money in breach of these conditions, the organisation shall immediately give SOHT written notice of such an event and SOHT shall be entitled to withhold from any payment due to the organisation on any account or an equivalent sum as liquidated damages.

1.7 Publicity

Respondents must not publicise their Quote unless otherwise agreed with SOHT in writing.

Respondents must not issue a media release in connection with their Quote unless SOHT agrees in writing.

1.8 Cost Borne by Respondents Submitting a Quote

All costs incurred by the Respondent in any way associated with their involvement in the Request for Quote process including:

- (a) the preparation and submission of the Quote;
 - (b) attendance at meetings, discussions, interviews, workshops, etc for Quote; and
 - (c) providing any additional information required by SOHT,
- will be borne entirely and exclusively by the Respondent whether or not they are chosen as the successful Respondent.

1.9 Absence of Obligation

Nothing in the Request for Quote obliges SOHT to proceed beyond the Request for Quote.

By submitting a Quote, the Respondent acknowledges and agrees that:

- (a) the submission of a Quote does not create a contract between the Respondent and SOHT or impose any other obligations at law upon SOHT whether as a result of the process envisaged by the Request for Quote or otherwise in respect of the Quote or the evaluation of the Quote by SOHT;
- (b) SOHT will not be under any obligation to act in any particular manner or refrain from acting in any particular manner in evaluating a Quote; and
- (c) SOHT will not be liable upon any claim by any organisation arising out of or in any way in connection with:
 - (i) SOHT taking, or failing to take any of the actions contemplated under the Request for Quote or these Terms and Conditions of Quoting; or
 - (ii) anything that SOHT does or fails to do as part of the process envisaged by the Request for Quote, including in the evaluation of the Quote.

SOHT is not obliged to accept any Quote.

1.10 SOHT's Right to Alter the Process

Without limiting any provisions of these Terms and Conditions of Quoting, SOHT may in its absolute discretion:

- (a) elect not to proceed with the Request for Quote at any time;
- (b) alter, terminate or suspend the process contemplated by the Request for Quote; and/or
- (c) set aside the Quotes and re-tender using the same terms and conditions any number of times.

The conditions set out in this section and 1.9 prevail over any contrary term or condition contained in or derived from the Request for Quote.

1.11 SOHT's Conduct

Without limiting section 1.10, SOHT may in its absolute discretion:

- (a) refuse, or refuse to consider, all or any Quotes regardless of their financial or technical merit and without providing reasons;
- (b) negotiate with any Respondents with respect to Quote costings and other terms;
- (c) discuss and negotiate any matter with or deal with any one or more organisations or Respondents or persons before or after the Quote closing time;
- (d) vary, supplement, update or amend the Request for Quote; or
- (e) circulate to Respondents at any time information relating to issues, questions or queries raised by a Respondent (other than information which is confidential to SOHT or a Respondent).
- (f) exercise any other right reserved to SOHT under law or any other clause in the Request for Quote.

1.12 SOHT Not Liable

SOHT is not liable to any Respondent for liability or loss arising from or cost incurred in connection with SOHT taking any of the actions contemplated under the Request for Quote or in connection with the Request for Quote including:

- (a) extending the closing time or any other time under the Request for Quote; or
- (b) taking any action contemplated by these Terms and Conditions of Quoting.

1.13 Best Offer

Respondents should note that SOHT intends to select a preferred Respondent primarily on the basis of the written Quotes submitted. Accordingly, Respondents are encouraged to submit their best and unconditional offers in the first instance.

By submitting its Quote, each Respondent acknowledges that SOHT will be relying on all of the information contained in and all of the representations made in such Quote and any subsequent written and/or verbal clarifications of that Quote for the purposes of evaluating such Quote against other tenders received.

1.14 Confidentiality

All information (whether written or oral) provided by SOHT must be kept confidential. Respondents are not to disclose any information provided by SOHT to any person who is not an employee, supplier or subcontractor of the organisation involved in preparation of the Quote without first obtaining SOHT's prior written consent.

SOHT reserves all copyright and other rights relating to industrial and intellectual property in any or all of the information provided by SOHT and no permission, licence or authority is granted by SOHT to any person to use that information for any purpose other than lodgement of a Quote in accordance with these Terms and Conditions of Quoting.

1.15 Goods and Services Tax

All sums, prices, fees and rates tendered must be stated on an inclusive and exclusive of GST basis. Respondents must quote their Australian Business Number (ABN) in their Quote. Any Quote submitted without an ABN will not be considered.

"GST" has the same meaning as in the GST Law. "GST Law" means any law imposing a Goods and Services Tax and includes *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

1.16 Acceptable Legal Entities

SOHT contracts only with what it considers in its absolute discretion to be recognised and acceptable legal entities having appropriate financial assets.

Respondents may be required to provide evidence of their legal entity either by giving a copy of an official document such as company registration and names of office bearers issued by the Australian Securities and Investment

Commission or a statement confirming the legal entity signed by a practicing Solicitor. If so requested, Respondents must submit the information within three working days after receipt of such request.

1.17 Late Submissions

SOHT may in its absolute discretion consider acceptance of a late submission where it is satisfied that the integrity and competitiveness of the tendering process has not been compromised. A submission will be considered to be a late submission when it is not received by SOHT by the Tender closing date and time.

1.18 Disclosure of Contract Information

SOHT will publish details of any contract awarded as a result of the process in accordance with the *Government Information (Public Access) Act 2009* (NSW) and *Premier's Memorandum No. 2007-01*.

Other NSW Government requirements for publication of information related to the process may also apply.

1.19 Authorised Signatory

A duly authorised officer of the Respondent must sign the Request for Quote.

1.20 Alterations, Erasures or Illegibility

The Respondent must initial any alteration made to the Request for Quote document. SOHT is not obliged to consider any Request for Quote that is not legible or is not initialled by the Respondent where there are alterations.

1.21 Rights

SOHT may at its discretion:

- (a) Ask any Respondent to supply further information after the closing time and;
- (b) Negotiate the terms of the Request for Quote with the preferred Respondent after the closing date.

1.22 Property in Submission Documents

All Quotes become the property of SOHT. SOHT may make copies of the Quotes for purposes relating to the assessment of the Quotes and may provide these to its consultants and advisers.

1.23 Work Health & Safety

The Respondent must comply with all Work Health and Safety legislation and have in place at the time of tendering a Work Health and Safety system. The Respondent may be required to demonstrate the effectiveness of their Work Health and Safety system by way of references, audit and/or submission of a manual.

The successful Respondent will be required to attend safety inductions and participate in site wide safety initiatives if requested by SOHT.

1.24 Contractor's Agreement

Respondents who submit a Quote acknowledge that they agree to operate in accordance with the conditions and requirements of the Request for Quote and the *Sydney Opera House Trust Services Agreement* which will be issued to the successful Respondent. If the *Sydney Opera House Services Agreement* is issued to the Respondents with the Request for Quote or before finalisation of the process it will form part of the Request for Quote.

Unless and until an Agreement is executed between SOHT and the preferred Respondent, a Quote will not have been accepted and no other document issued and no other representation or conduct will be deemed to be acceptance of a Quote.

1.25 Subcontracting

The Respondent may not subcontract the whole or any part of the Services without SOHT's prior written consent.

1.26 Enquiries from Respondents

Enquiries from Respondents must be provided in writing to the Contact Officer (email is acceptable). Responses to matters raised in Respondents' enquiries will be made available to all other Respondents unless the matter (as determined by SOHT) is confidential and applies only to that Respondent.

Consultation by Respondents with any person who may be regarded as a representative of, or adviser to, SOHT in relation to the Request for Quote, other than through the Contact Officer, is not appropriate.

1.27 Financial Assessment

The Respondent Acknowledges that SOHT may for the purposes of evaluation undertake a financial assessment of the Respondent and may engage an external provider to carry out this task.

Any information provided by the Respondent in relation to such financial assessment and identified by the Respondent as confidential will not be disclosed, either in whole or in part, to any party other than NSW Government departments or agencies unless with the prior written consent of the Respondent.

1.28 Presentations

The Respondents may be required to provide a presentation(s) of their goods or services to SOHT.

SOHT will provide the Respondents with further information in relation to the format of the presentation, location, date and any additional provisions which will apply to the presentations without limiting any of the Terms and Conditions of Quoting, SOHT may take a Respondent's presentation into account in the evaluation of the Quote.

1.29 Improving or Enhancing Proposals

Despite any other requirements of the Request for Quote, SOHT may (in its absolute discretion) at any time request Respondents to resubmit parts of their Quote and the Respondent must respond in writing within the timeframe indicated.

SOHT may seek clarification in writing of certain matters to obtain a better understanding of aspects of a submission. Generally, Respondents will be expected to respond to clarification requests in writing within the timeframe indicated.

If in SOHT's opinion the information provided in response to a clarification request has the effect of substantially altering the Quote, then SOHT may in its discretion disregard the information and either issue a revised clarification request or notify the Respondent that its offer as originally submitted will be assessed.

1.30 Addenda

SOHT may issue Addenda at any time up to 7 days before the closing time.

SOHT will issue any Addenda to all Respondents.

Despite any other provisions in the Request for Quote, the Respondents are deemed to have received all Addenda and the Respondents are deemed to have submitted their Quote on the basis of the Request for Quote and all Addenda.

Respondents must complete a List of Addenda by listing each Addendum issued, the date of issue of each Addenda and a statement by the Respondent confirming that each Addendum has been noted and incorporated into the Request for Quote. The Respondent bears all risk and responsibility for failure to correctly complete the List of Addenda.

No Respondent will have any right to withdraw or amend its Request for Quote or have a claim against SOHT arising out of that Respondent's failure to receive a notice whether an Addendum or not an Addendum.

Where an Addendum relates to a mandatory requirement and the Respondent has not adequately addressed the information in the Addendum (if at all) and/or has not included such an Addendum in the List of Addenda, the Respondents Quote may not (at SOHT's absolute discretion) be evaluated, as it has not complied with the mandatory requirements.

1.31 Outcomes and Unsuccessful Respondents

SOHT will notify each Respondent which is not invited to enter into a contract.

The Respondent may request a debriefing on the assessment of its Quote. This includes a Respondent to whom a Contract has been awarded. Requests for debriefings should be in writing to the Contact Officer named in the Request for Quote.

Where the debriefing is in relation to a rejected Quote, the purpose of the debriefing is to explain how the Quote performed against the requirements, rather than in comparison with the successful Respondent, with the object of improving future responses. It is to be distinctly understood that a debriefing will not be an opportunity to contest the Request for Quote outcome.

Debriefings will generally be conducted as face-to-face meetings, and held at SOHT Premises.

SOHT may accept the whole or any part of a Quote including a non-conforming Quote. SOHT is not bound to accept the lowest of any Quote or part thereof.

1.32 Post Proposal Negotiations

SOHT reserves the right to conduct limited negotiations with recommended Respondents to mutually improve outcomes. These may include:

- (a) Reduced rates;
- (b) Discounts, including discounts to reflect increased spend commitments;
- (c) Provision of value add services offered in a Respondent's submission;
- (d) Terms and Conditions of Services Agreement; and
- (e) Improving value add commitments.

1.33 No Preferred Proposal

In the event SOHT determines that none of the Quotes is acceptable, SOHT may enter into negotiations with one or more selected Respondents with the aim of achieving a suitable basis for contracting. This may include negotiations in relation to a non-conforming Quote which in SOHT's opinion is capable of becoming, through negotiation, a conforming Quote.

SOHT is under no obligation to negotiate with any Respondent. If all submissions are rejected then SOHT may invite fresh Quotes under the same or different criteria.

1.34 Exchange of Information between Government Agencies

By submitting a Quote, the Respondent authorises SOHT to make information concerning the Respondent and its performance under any contract awarded as a result of this Quote process available to other NSW government departments or agencies or local government authorities. Such information may include, but is not limited to, any information provided by the Respondent to SOHT. Such information may be used by those agencies or authorities in considering whether to offer the Respondent future opportunities for work. SOHT regards the provision of information about the Respondent to any NSW government department or agency or local government authority as privileged under section 22 of the Defamation Act 1974 and SOHT will reject claims in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Respondent arising out of the communication.

1.35 Validity Period

Quotes must remain open for acceptance for a minimum of 180 days after the Closing Date and Time. Any extension of the validity period beyond that notified by the Respondent is at SOHT's sole discretion and must be notified in writing by SOHT to the Respondents to take effect.

1.36 Probity and Probity Checks

SOHT is committed to ensuring that competition for the provision of the requirement specified is fair and open. SOHT will:

- (a) Act towards all parties in a fair and impartial manner;
- (b) Ensure there is accountability and transparency of processes;
- (c) Maintain confidentiality and security of information and materials (within the extent permitted by law);
- (d) Require all parties to actively and effectively manage conflicts of interest;
- (e) Manage processes and decisions to achieve the best value for money;
- (f) Ensure that there is an open evaluation process for all Respondents;
- (g) Maintain the original Request for Quote requirements and needs.

SOHT may engage a Probity Advisor and/or Auditor. Respondents will be separately advised if a Probity Advisor and/or Auditor is engaged for the Request for Quote.

If SOHT engages a Probity Advisor and/or Auditor then the following will apply:

The Respondent must advise the appointed Probity Advisor and/or Auditor of any concerns it may have with the integrity of the process as early as identified. In the absence of an appointed Probity Advisor and/or Auditor at the time of the identification the Respondent must advise the SOHT's Representative as nominated in the Request for Quote of their probity concerns.

The Respondent shall co-operate and respond in a timely manner to all reasonable requests for information, certifications, interviews, inspection of documentation or any other assistance from SOHT's Probity Advisor and/or Auditor in undertaking any inquiry or review they deem appropriate in relation to the Quote even after the execution of the final contractual documents.

Where the Respondent has a Related Party Parent Obligation, the Respondent shall provide SOHT's Probity Advisor and/or Auditor of their Probity and Conflict Management Plan and Processes for the Quote and the name and contact details of their own Probity Advisor/Auditor in relation to the Quote within five business days of receiving the Request for Quote.

Where the Respondent has a Related Party Parent Obligation and does not have its own Probity Advisor/Auditor in relation to the Request for Quote, SOHT may appoint a Probity Advisor/Auditor, paid for by the Respondent or relevant entity. The Respondent must reasonably comply with the advice of the

appointed Probity Advisor/Auditor. SOHT may appoint its own Probity Advisor and/or Auditor as the relevant entity's Probity Advisor/Auditor.

Where the Respondent has a Related Party Parent Obligation, the Respondent shall provide as part of their Quote a certificate from the Respondent's Probity Advisor/Auditor that the Respondent and Parent Entity have complied with the Respondent's and Parent Entity's Probity and Conflict Management Processes and outline any areas of non compliance.

The Respondent's Probity Advisor/Auditor shall co-operate and respond in a timely manner to all reasonable requests for information, certifications, interviews, inspection of documentation or any other assistance from the SOHT's Probity Advisor and/or Auditor in undertaking any inquiry or review they deem appropriate in relation to the Quote even after the execution of the final contractual documents.

The Respondent's costs of complying with its own Probity and Conflict Management Processes and responding to any matters raised by SOHT's appointed Probity Advisor and/or Auditor will be borne by the Respondent or the relevant entity.

SOHT may require to conduct probity checks of the Respondent, and it's Associates or any of them:

- (a) at any time prior to the finalisation of evaluations of Quotes; and
- (b) in addition, in respect of a proposed preferred Respondent and any of its Associates at any time before or after the appointment of the preferred Respondent.

Probity checks may include investigations into commercial structure, business and credit history, prior contract compliance and any criminal records or pending charges.

Probity checks may also include interviews with any referees nominated and research into any relevant activity that is or might reasonably be expected to be the subject of criminal or other regulatory investigation.

The Respondent consents to such probity checks, and agrees to procure the consents of its directors, and the consents of such other employees or other Associates of the relevant entity as are requested by SOHT, and as are required by law to be obtained to such probity checks.

The Respondent acknowledges and agrees that SOHT:

- (a) is under no obligation to provide to the relevant entity the results of any probity checks;
- (b) may take into account any matters revealed by any probity checks in evaluating Quotes; and
- (c) may reject any Quote or take such other action as it considers appropriate, in its absolute discretion, in light of matters revealed by any probity checks.

1.37 Conflicting and Competing Quotes

The Respondent confirms to the SOHT that no person associated with the Respondent is or will become a member of or otherwise involved with a competing Quote.

The Respondent confirms to SOHT that no conflict of interest has arisen or will arise in respect of the performance of the Respondent in respect of the Request for Quote.

Further Conflicts

The Respondent must immediately notify SOHT of any person in its employ who becomes involved with a competing Quote; and confirm to SOHT it will ensure that no person, an Associate or a person, who is otherwise involved with a competing Quote or an Associate of such a Quote will be involved in any way in connection with the Respondent's Quote.

SOHT Entitlements

The Respondent acknowledges and agrees that SOHT may impose additional obligations on the Respondent if SOHT reasonably determined that the relationship of the Respondent to any person involved in a competing Quote renders these additional obligations necessary or desirable to ensure confidentiality, competitiveness or probity with respect to the process. Likewise, SOHT has the same discretion in respect of imposing additional obligations on any competing Respondent. In no case will the Respondent or its Associates have or make any claim against SOHT in respect thereof.

Related Party Parent Obligations

Where the Respondent is a subsidiary of a group (Parent Entity) that has (or may have) another subsidiary also providing a Quote then the Parent Entity shall put in place appropriate internal probity and conflict management protocols and ensure that as a minimum either;

The Respondent acknowledges and agrees that it has sufficient delegation for the internal approval of their Quote and no approval will be obtained from the Parent Entity and no information is shared with other member companies of the group; or

The Respondent acknowledges and agrees that the delegation for the internal approval of their Quote is required from Executive Management of the Parent Entity and that the Parent Entity has separate Executive Managers reviewing and authorising the Quote from other group companies Quote responses and that no information is shared with other members of the Parent Entities subsidiaries and between the separate Executive Managers and their support staff and advisors; or

The Respondent acknowledges and agrees that the delegation for the internal approval of their Quote is required from the Parent Entity Board and that the

Parent Entity Board has created a Subcommittee for each of the subsidiary companies providing Quotes and that no information is shared between the respective Parent Entity Subcommittees and any support staff and advisors.

1.38 Conflict of Interest

The Respondent warrants that no conflict of interest which might affect its performance of the requirements as set out in the Request for Quote exists at the time of lodgement. The Respondent shall immediately inform SOHT upon becoming aware during the period of the Request for Quote or during the currency of any contract of circumstances which give rise to any actual or potential conflict of interest.

1.39 Corrupt or Unethical Behaviour

If a Respondent or any of its officers, employees or agents or subcontractors have offered any inducement or reward to any person associated with SOHT or the NSW Government in connection with this Request for Quote, or engaged in corrupt or unethical behaviour or has any record of such behaviour then SOHT may in its discretion reject the Quote.

1.40 Jurisdiction

The laws of New South Wales govern the Request for Quote and the Respondents submit to the exclusive jurisdiction of the Courts of New South Wales.

1.41 Disclaimer

The information set out in the Request for Quote is unless expressly stated otherwise provided on a 'best endeavours' basis. SOHT gives no warranty nor makes any representation as to the currency, reliability or completeness of the information contained in the Request for Quote.

1.42 Evaluation of Quotes

Following the closing date, an evaluation process will take place by the SOH evaluation committee. This committee will conform to NSW government tendering guidelines.

Quotes will be assessed against the selection criteria listed in the Request for Quote, which are not necessarily exhaustive, in order of significance or to be given equal weight.

If any criterion or sub-criterion is stated to be "mandatory" a failure by the Respondent to comply fully with that criterion or sub-criterion will result in exclusion of the Quote without further consideration.

Information supplied by the Respondent in the relevant response sections, will contribute to the assessment against each criterion. Respondents are advised to respond clearly to each of the selection criterion in the relevant sections.

Notwithstanding any other provision in this clause, where information provided in a Quote is omitted, illegible or unintelligible, SOHT may treat this as failure to fulfil the relevant requirements.

By submitting a Quote, the Respondent consents to SOHT seeking further information about the Respondent's organisation, capabilities or previous performance, including from referees concerning prior contracts on which the Respondent may have been involved or affiliates or associates of the Respondent (whether or not nominated by the Respondent in the submission).

The Respondent agrees to take part, if called upon to do so in the course of the evaluation and provided reasonable notice is given by SOHT, in any or all of the following either at the Respondent's or SOHT's premises as SOHT may decide:

- (a) Interview of one or more representatives of the Respondent;
- (b) Presentation of the Respondent's offer;
- (c) Demonstration of the Respondent's products or proposed solution;
- (d) Site visit and inspection of facilities;

The Respondent acknowledges that in addition to their Quote, the information obtained by SOHT from these activities, events and other research that SOHT may undertake on the Respondent may be used by SOHT as part of SOHT's evaluation of the submission.

If a Respondent submits a Supplementary Corporate Partnership Proposal as noted in clause 1.4(a), the Proposal will be separately evaluated, independent of the Quote submitted. The Supplementary Corporate Partnership Proposal (Partnership Proposal) will only be considered by the SOH evaluation committee after they have completed the evaluation of the Quote. The evaluation committee will assess the impact, if any, of the Partnership Proposal on the recommendation of the evaluation committee and then make a final recommendation, which will require endorsement of the SOH Procurement Review Panel and approval by the SOH Executive prior to acceptance. SOHT may choose in its absolute discretion not to consider the Partnership Proposal or to consider only part of the Partnership proposal. In considering a Partnership Proposal SOHT may (in its absolute discretion) obtain information from its own investigation and inquiries and to negotiate with the Respondent.

1.43 Selection Criteria

The objective of SOHT's evaluation is to select a Quote that satisfies the requirements of the project and SOHT's own requirements. The evaluation may include:

- (a) Assessment of Respondent's level of compliance with the requirements and the conditions of the Request for Quote including the Agreement;
- (b) Experience and qualifications of key personnel including specialist qualifications, if appropriate;
- (c) Your company's awareness of WHS systems and how they apply to the scope of works and SOH. The Respondent may download SOHT's policies at <http://www.sydneyoperahouse.com/About/Corporate/Policies.aspx>

or copies can be provided upon request;

- (d) Your company's awareness of sustainability issues and how they apply to the scope of works and SOH;
- (e) Your company's support for Aboriginal and Torres Strait Islander participation in the supply of the requested goods and services.
- (f) Ability to meet service levels or other standards of performance;
- (g) Financial assessment including insurances held, and ensure that the organisation is an appropriate legal entity and that it has appropriate financial resources and capacity to deliver the goods or complete the services or works under the contract; and\
- (h) Value for money.

Attachments may be used in providing information however such attachments should be as brief as practicable while conveying the required information. Insufficient information does not assist the evaluation process.

In evaluating a Quote SOHT may (in its absolute discretion) obtain information from its own investigation and inquiries. Weighting of any criteria may be applied at the discretion of SOHT.

1.44 Pricing

Without limiting clause 1.42, the assessment of value for money may take into account the following, in no particular order or weighting:

- (a) Prices included in the Quote;
- (b) Normalised and discounted cash flow;
- (c) Any alternative proposals or financial incentives offered by the Respondent;
- (d) Implementation costs;
- (e) Transition out costs; and
- (f) Costs of contract administration

In the evaluation process, SOHT may, at its absolute discretion, make certain adjustments to the prices to account for the following matters which may need balancing in order to establish a common basis for the comparison of Quotes:

- (a) Implementation costs, which are all costs to be incurred by SOHT in moving from any relevant current arrangements to a new contractor; and
- (b) Other costs (if any) or financial impacts on SOHT that may arise from appointing a particular Respondent (including transition out costs).

COMMITMENT TO OUR CUSTOMERS

Our Reputation

Service first and foremost. We will be known for exceptional service by everyone who visits Sydney Opera House and everyone who works here.

Our Customers

Everyone who comes into contact with us is a customer and everyone who works here is a customer. We understand and embrace the idea that our customers are critical to our success and will be at the heart of all of our effort, energy and creativity. We are proud of the diversity of our customers, which is reflected in our programs, products and services. We will display the same behaviours in all our interactions, whether to customers, colleagues, contractors or suppliers.

Our Style

We will make customers feel warmly welcomed and we will strive to ensure that visiting Sydney Opera House is a positive, memorable experience. We will offer a courteous, helpful, informed and personalised response to our customers. We will seek our customers' feedback and will support each other in responding to it to meet their needs.

Our Spirit

Sydney Opera House is an exciting place to visit, and it is a workplace to be proud of. We will convey a sense of passion for Sydney Opera House in all our interactions with our customers and with one another.

Our profile

We are more than employees of Sydney Opera House - we are all its ambassadors and are part of its personality. We will acknowledge this identity by always taking pride in our presentation, our services, our attitudes and our behaviour. We will make sure Sydney Opera House is a clean, safe and enjoyable precinct.

Our Team

We will work together, support each other and take personal responsibility to ensure that each customer's experience is seamless and consistently excellent. We will bring our knowledge and expertise to each interaction, offering responsive, effective and exceptional service to achieve the best possible outcome. Service at Sydney Opera House means everyone, everywhere, every time making our customers feel special.