

CHRISTMAS IN BALLARAT 2025 EXPRESSION OF INTEREST

COMMUNITY ENGAGEMENT & ACTIVIATION AUGUST 2025

EVENT OVERVIEW

Christmas in Ballarat is a celebration of the festive season. Delivered throughout November & December, the City of Ballarat transform the CBD streetscapes with unique Christmas decorations.

Alongside stunning decorations, the Christmas in Ballarat campaign will promote a series of unique event activations, retail offerings and hospitality promotions brightening community spirits throughout the festive period.

THE BRIEF

The City of Ballarat is seeking a *Coordinator of Community Engagement* to assist in producing Christmas themed activations during the *Christmas in Ballarat* event period (December 1-25).

Examples of such activations include, but are not limited to:

- Live music in the CBD (brass bands, choirs etc).
- Roving street entertainment (e.g. stilt walkers, Santa's helpers, Christmas elves etc).

The activations will complement the City of Ballarat's Christmas decorations located throughout the CBD and should aim to create a joyous and festive atmosphere that uplifts community spirit.

The activities/activations will be:

- Delivered throughout December
- Inspired by creating a unique Christmas in Ballarat
- Accessible to all members of the community
- Family friendly

INVITATION

The City of Ballarat is seeking expressions of interest from experienced event/activation coordinators to deliver a Christmas themed community engagement program throughout the Christmas in Ballarat event period.

The successful candidate will have an opportunity to present event concepts and a proposed budget at a formal kick-off meeting.

SUBMISSION REQUIRMENTS

In reference to the selection criteria below, interested companies are required to submit the following information. This information will provide a basis for assessment by an internal panel of Council Officers.

- 1. Company profile, listing business location and relevant experience of key staff.
- 2. A percentage breakdown of local suppliers that will be used during the delivery of this project (percentage of local performers that will be programmed throughout the Christmas in Ballarat Entertainment Program).
- 3. Provide evidence of your business's occupational health & safety practices and procedures including but not limited to the below documents:
 - a. Safe Work Method Statements (SWMS)
 - b. Job Safety Analysis (JSA)
 - c. Risk Assessments
- 4. A detailed description, including examples of your previous experience working in community engagement, events or activation coordination.
- 5. A portfolio or weblinks that demonstrate examples of previous activations within a similar scope.
- 6. A proposed budget detailing the predicted costs associated with the project. This should (at a minimum), identify the below:
 - a. Project management fee.
 - b. Artist & performer fees.
- 7. Complete all mandatory criteria listed within the schedule below.

SELECTION CRITERIA

Your expression of interest must respond to the following selection criteria. These criteria will form the basis of assessment:

Selection Criteria	Weighting
Support of Local Businesses	15%
Local Presence	7.5%
 Provide a response detailing where your businesses is located. 	
Local Economic Benefit	7.5%
 Provided a percentage of local suppliers you plan to use in the 	
delivery of the Christmas in Ballarat Community Engagement	
Program.	
Occupational Health & Safety	Pass/Fail
Systems, Processes and Prosecutions	Pass/Fail
 Demonstrate previous experience of completion of 	
documentation referencing your businesses Occupational Health &	
Safety practices (e.g. SWMS, JSA, Risk Assessments)	
Mandatory Occupational Health & Safety Evaluation Criteria Questions (Schedule	
A) are complete.	
Demonstrated Relevant Experience & Evidence of High-Quality Works	50%
Provide a response demonstrating your previous experience working in	25%
community engagement, events or activation coordination	

Provide a portfolio or weblinks that demonstrate examples of previous activation	25%
work within a similar scope	
Budget	35%
Provide a detailed budget within the project boundaries. The prosed budget	35%
separates the project management fee & artist/performer fees.	

BUDGET

The community engagement budget for Christmas in Ballarat 2025 is \$27,000.00 ex GST. This budget will include project management fees, artist fees and any other associated costs.

All artist fees will need to be paid directly by the Community Engagement Coordinator.

The successful candidate will be asked to invoice against the delivery of key milestones.

TIMELINE

Date	Description
Friday 5 September 2025	Expression of interest application due
Friday 12 September 2025	Appointment of successful candidate
Mid-September 2025	Kick off briefing session
Late September 2025	Draft project budget and activation concepts due
Late October 2025	Finalised entertainment and activations program due
1 – 24 December 2025	Delivery of activations

SUBMISSIONS

Submissions in response to the selection criteria should be completed within the City of Ballarat Vendor Panel program by no later than 5pm on **Friday 5 September 2025.**

All submissions received will be assessed by an internal panel of Council Officers and all applicants will be notified of the outcome by **Friday 12 September 2025.**

For further enquiries regarding this process, you are invited to contact:

City of Ballarat Events Unit

P: 5320 5500

E: events@ballarat.vic.gov.au



Schedule A:

MANDATORY - Occupational Health & Safety Evaluation Criteria Questions

NOTE: IF REQUESTED DOCUMENTS ARE NOT SUPPLIED EITHER A "NO" OR "ZERO" POINTS WILL BE ALLOCATED.

Insurance and High Risk Licences

controlling manual handling risks?

		YES	NO
1.1	Does your organisation have >\$20 Million Public Liability Insurance?		
	If Yes, a copy of Certificate of Currency MUST be provided		
1.2	Where applicable to the works or services being provided does your		
	organisation have Product Liability Insurance?		
	If Yes, a copy of Certificate of Currency MUST be provided		
1.3	Where applicable to the services being provided, does your company have		
	Professional Indemnity Insurance?		
	If Yes, a copy of Certificate of Currency MUST be provided		
1.4	Is your organisation WorkCover Certified?		
	If Yes, a copy of Certificate of Currency MUST be provided		
1.5	Does the works being bid for require High Risk Licences?		
	If Yes, a copy of Certificate of Currency MUST be provided		
DHS Sy	rsteDoes		T
		YES	NO
2.1	Do you currently have an accredited OH&S System to ISO 45001:2018?		
	If Yes, a copy of your certification and evidence of most recent audit	15	0 Points
	MUST be provided	Points	
F YES	FOR SECTION 2, MOVE TO SECTION 4. IF NO COMPLETE SECTION 3.		
		YES	NO
3.1	MANDATORY - Do you have an Occupational Health & Safety (OH&S)		
	Policy?	0.5	0 Points
	If Yes, provide a copy of the policy	Point	
3.2	MANDATORY – Do you have (an) Officer/s responsible (under OH&S		
	laws) for the proper and effective management of OH&S in the	0.5	0 Points
	organisation?	Points	
	If Yes, provide the name/s of the Officer/s, and/or a copy of the		
	organisational management structure		
3.3	Do you have and use an OH&S Manual or Work Plan?		
	If Yes, provide a copy of the front page and contents page	2.0	0 Points
		Points	
3.4	Do you use a SWMS (Safe Work Method Statement), JSA (Job Safety		
	Analysis) or SOP (Safe Operating Procedure) for the proposed works?	1.5	0 Points
	If Yes, provide a copy	Point	
3.5	Are records kept of operator training, inductions and competencies,		
	such as licences and qualifications?	0.5	0 Points
	If Yes, provide a register of relevant qualifications and Licenses	Point	
3.6	Do you have and use procedures for identifying, assessing and	П	П

0 Points

	If Yes, provide a copy of procedure.	0.5	
		Point	
3.7	Do you have and use procedures for storing and handling hazardous		
	substances? This also includes office-based substances.	0.5	0 Points
	If Yes, provide a copy of hazardous substance register.	Point	
3.8	Is there a formal mechanism for OH&S consultation in your		
	Organisation?	0.5	0 Points
	If Yes, provide a copy of recent OH&S minutes or toolbox meeting.	Point	
3.9	Do you have and use procedures by which employees can report		
	hazards?	0.5	0 Points
	If Yes, provide details below and a recent example.	Point	
3.10	When a hazard is identified, do you conduct a risk assessment of that		
	hazard?	0.5	0 Points
	If Yes, provide a copy of your Risk Assessment form.	Point	
3.11	Do you have an Incident Investigation Procedure and Incident Reporting		
	form?	0.5	0 Points
	If Yes, provide a copy of each.	Point	
3.12	Do you use Equipment inspection checklists?		
	If Yes, provide a copy of inspection checklist.	1.5	0 Points
		Points	
3.13	Do you use workplace inspection checklists?		
	If Yes, provide a copy of inspection checklist	1.0	0 Points
		Point	
3.14	Does your business have and use any permit to work systems?		
	For example, hot works, electrical isolation and working at heights etc.	1.0	0 Points
	If Yes, provide an example of a recent permit.	Point	
3.15	Do you have elected Health & Safety Representatives (HSR)?		
	If so, provide names(s) and details of initial training and any refresher	0.5	0 Points
	training.	Point	
Note:	Maximum points available for non-accredited system is 12 points with 7.5	Total =	
points	required to achieve a PASS rating for OHS Systems.		

OHS Performance

		Number	Points
4.1	Has the business or its directors (including in their capacity as an	0	3
	officer for the tendering entity or any other business) been the	1	1
	subject of prosecutions for breaches of the OH&S Act 2004 in the last 5 years?	2+	0
	Provide details:		
4.2	Have you had any enforceable undertakings in the last 5 years?	0	3
	, , ,	1	1
	Provide details:	2+	0
4.3	How many improvement notices or prohibition notices have you	0-9	3
	had in the last 5 years?	10-19	1
		20+	0
	Number:		

4.4	*Have all matters subject of prosecutions, enforceable	Yes	6
	undertakings, improvement or prohibition notices, stop work	Partial	1-5
	orders been addressed with appropriate controls?	No	0
	*Evidence may be requested to demonstrate action taken to achieve full scoring.		
		Total =	

^{*}Assessment of OH&S performance should consider specifically whether or not the conduct highlighted in the adverse ruling, finding or enforceable undertaking was:

- isolated or systemic in nature;
- disclosed during tender or contract period;
- whether steps have been taken by supplier/business to rectify the conduct; and
- whether steps have been taken to prevent reoccurrence: changing systems, staff training, change in business models / approach to enhance compliance.

All OH&S submissions may be subject to review by the Safety unit.



OHS Essentials program

A free workplace safety consultation service, delivered by independent occupational health and safety experts.

https://www.worksafe.vic.gov.au/ohs-essentials-program

Eligible for:

- Small and medium businesses (up to 60 workers) with a WorkCover insurance policy.
- Sole traders with contractors may be also eligible to apply but must hold a WorkCover insurance policy.

Schedule B:

PURCHASE ORDER TERMS AND CONDITIONS

The General Conditions of Contract of any formal contract entered into with Council by the Supplier takes precedence over these terms and conditions.

1. Definitions

In this Purchase Order the following terms and abbreviations have these meanings (if not inconsistent with the context):

Council: Ballarat City Council.

Delivery Day: the day on which the Supplier must complete or deliver the Services under this Purchase Order.

Goods: if applicable, the goods to be supplied by the Supplier in accordance with this Purchase Order.

GST: Goods and Services Tax, Value Added Tax, Consumption Tax, or tax of similar effect, whether authorised by A New Tax System (Goods and Services Tax) Act 1999 or otherwise.

Information Privacy Principles: Information Privacy Principles in Schedule 1 to the Privacy and Data Protection Act 2014.

Personal Information: information or an opinion, including information or an opinion forming part of a database, that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Supplier: the party described as such in this Purchase Order.

Services: services to be provided in accordance with this Purchase Order and includes, where applicable, the performance of works and/or supply of goods.

Works: if applicable, the works to be performed by the Supplier in accordance with this Purchase Order.

A reference to '\$' or 'dollars' is a reference to Australian dollars unless otherwise stipulated.

2. General warranties

The Supplier must provide the Services in accordance with this Purchase Order and any reasonable directions issued by Council.

In addition to other clauses in this Purchase Order and implied by law, if the Services involve the supply of Goods, it is a condition of the Council's purchase of the Goods that:

- 2.1 the Goods will be new, unless agreed otherwise;
- 2.2 the Goods will be fit for the purpose for which items of the same kind are commonly supplied;
- 2.3 the Goods are merchantable quality and free from defects; and
- 2.4 the Supplier is capable of passing title in the Goods free of encumbrances and all other adverse interests at the time they are supplied to the Council.

The Supplier must provide the Services:

- in a diligent manner;
- with a level of care, skill, knowledge and judgement required or in accordance with the

highest professional standards and best industry practice;

- in strict accordance with the provisions of this Purchase Order; and
- to the extent that the Services involve the performance of Works, in a workmanlike manner and in accordance with best industry practice and any other standards reasonably required by Council.

In providing the Services, the Supplier must:

- comply with the requirements of any authorities having jurisdiction by law over any matter affecting the Services, and shall pay all fees and obtain all certificates and licenses required to provide the Services;
- comply with all relevant Acts, Regulations, Rules, Codes, Orders, Industry Awards and/or Agreements, By-Laws, Local Laws and other Legislation, particularly in relation to Occupational Health and Safety ('OH&S') and workers compensation legislation; and
- ensure that any employees providing the Services:
 - o hold all qualifications, licences, registrations and permits required by law;
 - o are adequately trained and are competent to carry out their duties and perform their functions relating to the Services; and
 - o possess the qualifications, experience and expertise represented to Council.

3. Defaults or breaches of a Purchase Order

If the Supplier:

- defaults in the performance of any requirement of this Purchase Order or fails to comply with any direction issued by Council in accordance with this Purchase Order; or
- becomes insolvent or bankrupt or goes into liquidation, Council may, without prejudice to any other rights that it may have under this Purchase Order or at common law against the Supplier:
- suspend payment under this Purchase Order until the default is remedied to the reasonable satisfaction of Council; or
- immediately terminate this Purchase Order and any other purchase order between the parties.

4. Delivery of goods and risk

If the Services include the supply of Goods, the Goods are at the Supplier's risk until delivered to the destination at the time specified in this Purchase Order. On delivery, the Supplier shall pass title to the Goods free of encumbrances and all other adverse interests to Council, unless Council rejects the Goods in accordance with this Purchase Order.

5. Insurance

5.1 Public Liability Insurance

The Supplier must, at all times while providing the Services, be the holder of a current public liability policy of insurance ('the Public Liability Policy') in the name of the Supplier providing coverage for an amount per event of at least \$20,000,000.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by Council and shall extend to cover Council in respect to claims for personal injury or property damage arising out of the proportionate negligence of the Supplier.

5.2 Professional Indemnity Insurance

Where the Supplier is providing professional services to Council the Supplier must, at all times while providing the Services, be the holder of a current professional indemnity policy of insurance in respect of the activities related to the provision of the Services providing coverage for an amount per event of at least \$10,000,000.

5.3 Provision of evidence

The Supplier must provide Council with certificates of currency in respect of all insurances required by this Purchase Order and also evidence of Workers Compensation Insurance, within two (2) Business Days of a written request by Council.

5.4 Failure to insure

If the Supplier fails to comply with its obligations to insure or to provide evidence of insurance Council may immediately terminate the Purchase Order.

6. Indemnity

The Supplier must indemnify and keep indemnified Council, and its Councillors and staff, from and against all actions, claims, losses, damages, penalties, demands or costs (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) consequent upon, occasioned by, or arising from its performance or purported performance of its obligations under this Purchase Order.

7. Occupational health and safety

The Supplier must itself, and must ensure that any sub-contractors of the Supplier, at all times identify and take all necessary precautions for the health and safety of all persons, including the Supplier's employees and sub-contractors, staff of Council and members of the public, who may be affected by the provision of the Services.

The Supplier must immediately comply with any and all directions by Council relating to occupational health and safety. The Supplier must prepare and use safety plans and risk assessments for the Services and supply these to Council when requested.

8. Completion deadline

The Supplier must complete the Services on or before the Delivery Day. Any extension of the Delivery Day is subject to Council's sole discretion and must be approved in writing by Council.

Council may, in its sole discretion, terminate this Purchase Order if the Services are not provided by

the Delivery Day.

9. Intellectual property

9.1 Material created

Subject to this clause, the property and copyright in all materials produced pursuant to this Purchase Order will vest in Council. The Supplier assigns ownership of all such Intellectual Property rights to Council and must ensure that any person, including employees, agents, and subcontractors, engaged by it in the provision of the Services agrees to assign to Council all the property and copyright in the material produced.

9.2 Pre-existing intellectual property

Nothing in this Purchase Order in any way alters the Supplier's ownership of, or rights to, any preexisting intellectual property.

9.3 Consent to use

Excluding the Supplier's ownership of any rights, the Supplier must not use, reproduce, or publish, other than for Council, the material produced pursuant to this Purchase Order, without the prior written consent of Council.

9.4 Warranty by Supplier

The Supplier warrants that it is entitled to use any Intellectual Property which may be used by it in connection with the supply of the Services. The Supplier, in providing the Services, must not breach the intellectual property rights of any third party.

9.5 Council indemnified

Without limiting any other provision of this Purchase Order, the Supplier indemnifies and will at all times keep the Council, and its Councillors and staff, indemnified against any action, claim, suit or demand, including an action, claim, suit or demand for or liability to pay compensation or damages and costs or expenses, arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the supply of the Services.

10. Confidentiality

The Supplier will ensure that its employees, agents and contractors do not disclose, and will maintain proper and secure custody of, any information relating to Council or its affairs which may come to its knowledge during the term covered by this Purchase Order.

11. Information privacy

The Supplier agrees that, in supplying the Services, it will comply with the Information Privacy Principles and the Privacy and Data Protection Act 2014, including, without limitation, that the Supplier will only use Personal Information collected for the purposes of the Services to the extent necessary for the purposes of fulfilling the Supplier's obligations under this Purchase Order.

The Supplier must, upon request, provide evidence to Council of any controls implemented to address information security risks associated with information and communications technology services and the product supply chain.

12. Variation or termination

Council may, at any time and in its sole discretion, by giving written notice to the Supplier, terminate this Purchase Order and the Supplier must on receipt of such notice immediately cease all work and take all appropriate action to mitigate any loss or prevent further costs being incurred. In such event Council will pay the reasonable fees and expenses of the Supplier in accordance with this Purchase Order but not any loss of prospective profits. In no circumstances shall the fees payable exceed the fees that would have been paid had the Services under this Purchase Order been completed.

Council may at any time give written notice to the Supplier proposing a variation to the scope of the Services. The Supplier must, as soon as possible, or in any event within seven days, provide a written proposal as to varied costs that will apply for the provision of the varied Services. Council may accept the varied cost proposal within seven days of receipt from the Supplier but in the absence of such acceptance this Purchase Order will continue as if no proposal under this clause had been made.

13. Rejection of services

Council may reject any of the Services that do not comply in every respect with this Purchase Order. Council is not required to make payment for any rejected Services. If the Services include Goods, the Supplier shall remove all rejected Goods from Council's premises within a reasonable period of time, and at the Supplier's expense and risk.

14. Survival of rights and obligations

The rights and obligations of the parties under clauses 5, 6, 8, 9, 10, and 11 shall survive the termination or expiry of this Purchase Order.

15. Payment of Purchase Order

Subject to this clause, if the Supplier complies with its obligations under this Purchase Order, Council must pay the Purchase Price to the Supplier. Payment will be made within 30 days of the receipt of a valid tax invoice that includes the Australian Business Number of the Supplier.

Council may make deductions from any payments owing under this Purchase Order if permitted by law or this Purchase Order to do so.

The Purchase Price is inclusive of GST. Where Council is required to pay the Supplier any amount under this Purchase Order on account of GST, the amount representing GST will only be payable by Council to the Supplier where the Supplier supplies to Council a tax invoice for GST purposes, in a form approved by Council.

Payment will be made only by electronic funds transfer. The Supplier must nominate and provide details of a bank account for this purpose.

16. Governing law

The law of the State of Victoria governs this Purchase Order and any legal proceedings under this Purchase Order.

17. Joint and several obligations

If the Supplier consists of two or more parties, this Purchase Order binds each of them severally and jointly.

18. Status of the Services

Upon request by Council, the Supplier will promptly provide Council with a written report giving details of the status of the Services, including tasks completed, tasks yet to be completed and estimated completion dates.

19 Sub-Contracting and Assignment

The Supplier must not, except with the written consent of Council, sub-contract or assign the whole or any portion of its rights and obligations under this Purchase Order, and no sub-contractors or assignees will have any rights under this Purchase Order against Council or be entitled to receive any payments under this Purchase Order from Council. Where Council gives its consent to the Supplier in accordance with this sub-clause, the Supplier remains fully responsible for performance under this Purchase Order.

20. Notices

20.1 Method of giving notices

A notice required or permitted to be given by one party to another under this Purchase Order must be in writing, addressed to the other party and:

- delivered to that party's address;
- transmitted by facsimile to that party's facsimile number; or
- sent by email to that party's email address.

20.2 Receipt of notices

A notice given to a party in accordance with this Purchase Order must be treated as having been duly given and received:

- if delivered to a party's address, on the day of delivery;
- if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission; or
- if sent by email, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient.