CONTRACT SPECIFICATION

TITLE: PROVISION OF CURATION AND DELIVERY OF LIVE@LUNCH - WOLLONGONG CBD (2027-2028)

DATE ISSUED:

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APPROACH TO MARKET NUMBER: E1000551

1. Introduction and Background

Wollongong City Council is seeking to engage a Live Music Curator/Producer to curate and deliver the Live@Lunch program as part of Council's CBD Sounds initiative. The program supports local musicians and creatives, encourages visitation and activity within the CBD, and enhances the experience of residents, workers and visitors. The program also aims to complement and support the existing business environment by creating an engaging and inviting atmosphere within the city centre.

The successful Contractor will commence program planning and curation in January 2027. Live@Lunch performances will be delivered from February 2027 to June 2028 on Wednesdays and Fridays between 12.00pm and 2.00pm across locations within the Wollongong CBD.

No performances will be delivered between 25 December 2027, and 31 January 2028. Live@Lunch contributes to a vibrant, welcoming and culturally rich city centre through the delivery of regular live music performances in public spaces.

2. Strategic Alignment

The Live@Lunch program aligns with Goal 3 of Council's *Our Wollongong Our Future 2035 Community Strategic Plan*: *"We foster a diverse economy, and we value innovation, culture and creativity."*

The program also aligns with Focus Area 4 (24-Hour Economy) of Council's *Creative Wollongong 2024-2033* Cultural Plan. We recognise and support the economic and innovative contributions of the creative industries. A thriving city renowned for its vibrancy, safety, accessibility, culture and creativity day and night, promotes a strong economy with immeasurable social and cultural benefits for our communities.

3. Program Objectives

The program objectives are to:

a) Support local businesses and contribute to a welcoming and vibrant CBD environment.

b) Encourage visitation and attract new audiences to the CBD.

c) Support and grow the local live music sector.

d) Showcase high-quality local talent, including artists from diverse cultural backgrounds, genders, abilities and lived experiences.

e) Provide free and accessible live music experiences for community and visitors.

4. Scope of the contract

The contractor will be responsible for the planning, coordination, management, delivery and reporting of the Live@Lunch live music program, including all associated activities required to successfully deliver the program, in consultation with Wollongong City Council.

4.1 Inclusions

The contractor will be responsible for:

a) Program curation and artist management.
b) Artist bookings, contracting and payments.
c) Artist, stakeholder and business liaison.
d) Event staffing and on-site management.
e) Supply, operation and maintenance of self-powered production and audio equipment.
f) Set up and pack down of performer shade and seating.
g) Risk management, wet weather management and associated documentation.
h) Management of all required insurances, contractor registrations and compliance requirements.
i) Support for program marketing and promotion.
j) Program monitoring, record keeping and reporting.
k) Ongoing communication with Council, participating artists, businesses and other stakeholders.
l) Management of all operational requirements associated with delivery of the program.

4.2 Detailed Scope Requirements

The following sections outline the detailed services and activities to be delivered by the Contractor as part of the Live@Lunch program.

4.2.1 Program Curation and Delivery

The Contractor will:

a) Develop, curate and deliver a high-quality solo music performances for the Live@Lunch program, including a proposed program schedule and budget for Council approval at least three (3) weeks prior to the performance schedule starting.
b) Source, book, contract and support participating artists, including managing artist payments and communications.
c) Provide Council with the approved performance schedule for the contract period and advise Council of any changes.
d) Coordinate all aspects of event delivery, including site operations, staffing, artist liaison, set-up and pack-down.

e) Provide, manage and maintain all production equipment and technical requirements required for performances.
f) Manage relationships with Council, participating artists, surrounding businesses and other stakeholders to support successful program delivery.
g) Ensure performances are inclusive, family-friendly and contribute positively to the CBD environment.
h) Prepare and maintain all required risk management, insurance, compliance and operational documentation.
i) Support marketing and promotion activities by providing artist information, promotional content and event listings.
j) Monitor program delivery, provide regular updates to Council, and complete all reporting and acquittal requirements.

When curating the program, the Contractor must consider:

a) Engaging local artists (from within Wollongong LGA)
b) Artistic quality and suitably experienced artists to perform in public and commercial environment.
c) Diversity and inclusion across gender, cultural background and abilities.
d) Opportunities for a broad range of artists over the contract period.
e) Family-friendly performances.
f) Contributing to a welcoming and vibrant CBD environment.
g) Music styles and sound levels that complement surrounding businesses.
h) Avoiding repeated engagement of a limited pool of performers where suitable alternatives exist.

Unless otherwise approved by Council, each performance is to be delivered by a solo artist.

4.2.2 Artist Management

The Contractor will:

a) Book and contract all artists.
b) Manage all artist payments (refer to artist fee recommendations in section 4.1 of this document)
c) Provide artists with performance information and briefing materials, including:
    - Performance schedules and set times (First Set is 12-12.45pm, break 12.45-1.00pm, Second Set is 1.00-2.00pm)
    - Site access and contact details.
    - Technical requirements.
    - Site constraints.
    - Wet weather, safety and emergency procedures.
    - Noise management requirements and awareness of the surrounding business environment.
d) Act as the primary point of contact for participating artists throughout the contract period.
e) Maintain a pool of suitable artists who may be engaged at short notice to support continuity of program delivery.

4.2.3 Event Operations and Production

The Contractor will:

a) Deliver and manage all performance operations.
b) Provide and supervise suitably experienced event staff for each performance.
c) Manage on-site artist liaison, set-up and pack-down activities.
d) Monitor sound levels and equipment.
e) Proactively liaise with surrounding businesses and respond to operational issues, including performance sound levels where required.
f) Liaise with Council, security, artists and surrounding businesses to support successful program delivery.
g) Supply, maintain and operate all production equipment required for performances.

Production equipment may include:

a) Self-powered busking amplifier or small PA system.
b) Microphone and stand.
c) Associated cables, leads and DI boxes.

All equipment must be tested and tagged. Artists may perform without amplification where appropriate.

Event staff must be on site for the duration of event operations, including set-up and pack-down.

4.2.4 Risk, Compliance and Stakeholder Management

The Contractor will:

a) Prepare and maintain risk and operational documentation, including annual risk plan.
b) Provide documentation to Council on request.
c) Maintain all required insurances for themselves and participating artists or subcontractors.
d) Maintain registration with Converge.
e) Comply with all relevant legislation, regulations and Council requirements.
f) Manage communications with artists, Council, businesses and other stakeholders.
g) Notify Council of operational issues, risks or opportunities in a timely manner.

4.2.5 Marketing and Promotion

Council will lead the promotion of the Event through Council channels and networks. The Contractor will support these efforts and:

a) Submit their performance listings on the Wollongong CBD website portal.
b) Co-host social media events created by CBD Wollongong.
c) Promote performances through artist, industry and community networks.

d) Provide programmes, artist information and promotional assets to Council within the requested timeframes.

The Contract Value includes all costs associated with the Contractor's obligations under this clause.

4.2.6 Monitoring and Reporting

The Contractor will:

a) Provide verbal monthly updates, and written updates every six months, to Council's nominated representative, detailing all program outcomes, achievements, challenges and recommendations. Written reports must also include feedback from participating artists in relation to their experiences of the program, including consideration of the quality of administration and support, communication, booking and contract management that they experienced.
b) Promptly notify Council of any operational issues, risks or matters requiring Council input.
c) Attend meetings with Council as required.
d) Maintain records relating to artist and event staff attendance, wet weather activations, performance cancellations and significant operational issues affecting program delivery, including the date, location, reason for cancellation or non-attendance (where applicable), and any actions taken by the Contractor.
e) At the completion of the Contract, provide a final report including:
f) budget acquittal;
g) a list of participating artists and industry professionals, including postcode data and voluntary demographic information where provided;
h) a selection of testimonials from artists and community members;
i) a selection of high-quality performance images; and
j) a summary of outcomes, challenges, learnings and recommendations.

4.2.7 General Requirements

The Contractor will:

a) Maintain all performance sites and storage areas in a clean and tidy condition.
b) Remove all equipment and materials following each performance.
c) Comply with all Council requirements relevant to program delivery.

4.2.8 Council-Provided Items

- Event signage and marketing collateral.
- Market umbrellas and stools for use during performances.

5. Contract Information

5.1 Contract Value

Contracts will be managed in accordance with the relevant Council policies and procedures.

Council's estimated funding allocation for the Live@Lunch program is up to $95,100 excluding GST ($104,610 including GST) for the initial contract term. Tenderers are to propose a delivery model that demonstrates value for money and achieves the outcomes specified within the available funding.

Council anticipates delivery of approximately 207 performances during the contract term. *A performance means an individual artist engagement. Multiple performances may occur on a scheduled program date.* This quantity is indicative only and may vary due to weather conditions, operational requirements, public holidays, special events, or Council priorities. Tenderers are to base their submissions on the delivery of 207 performances, based on the minimum fee recommendations published by Musicians Australia

https://musiciansaustralia.org/the-musicians-australia-minimum-fee/

Council requires the Contractor to pay participating artists in accordance with these recommended minimum fees and other associated legislated payments.

The remaining fee is to be utilised for curation, event staffing, production costs and program administration.

5.2 Contract Management and Review

a) Contract management arrangements will be undertaken in accordance with Council's policies and procedures. Performance reviews may be conducted quarterly, annually, or at intervals determined by Council.
b) Council will nominate a Contract Manager responsible for the administration of the Contract.
c) The Contractor must nominate an authorised representative responsible for contract performance, communication and issue resolution with Council.
d) The Contractor shall respond to Council enquiries within two (2) business days and promptly advise Council of any issues, risks, incidents, delays or matters that may impact service delivery.

5.3 Contract Period

- Contract start date: 2 January 2027 (including initial planning)
- Contract end date: 30 June 2028 (includes wrap up)
- Optional extensions, exercised at the sole discretion of Council:

The contract is for an initial term of 18 months commencing 2 January 2027, with two options to extend for a further six months each, exercisable at the sole discretion of Council, for a maximum extension period of 12 months.

5.4 Key Performance Indicators (KPI's)

The Contractor's performance will be measured against the following KPI's through the Contract Term.

	Key performance indicators	
	Description	**Criteria for measurement**
1	Program Delivery	i) Delivery of the agreed number of performances. ii) Evidence provided through performance schedules, delivery records and cancellation records. iii) Submission of verbal monthly program updates, written updates every six months and the final written report at the end of the contract term.
2	Social Value	i) Minimum 80% of performances delivered by artists from the Wollongong LGA. ii) Demonstrated engagement of Aboriginal and Torres Strait Islander artists throughout the contract term. iii) Demonstrated engagement of artists from diverse cultural backgrounds, genders, abilities and lived experiences.
3	Compliance and Risk Management	i) Compliance with all legislative, WHS, insurance and risk management requirements. ii) Maintenance of current insurance certificates and registrations. iii) Maintenance of required risk assessments and operational documentation.
4	Contract Management	i) Submission of required reports within agreed timeframes. ii) Quality and timeliness of communication with Council. iii) Responsiveness to Council requests, enquiries and operational issues.
5	Artist Engagement	i) Positive artist experience through professional program administration and support. ii) Timely communication with participating artists. iii) Effective management of artist bookings, contracts and payments. *Note: these will be measured by the information provided in the contractor's written reports, including evidence from participating artists.

5.5 Payment Conditions

a) Where it is safe to do so, artists and event staff are required to attend the scheduled performance location and be ready and available to perform/work. Where artists and event staff attend the scheduled performance location and the performance is subsequently unable to proceed due to weather, safety concerns or site conditions, artists and event staff will still be paid in accordance with the Contract.

b) If an artist or event staff member is unable to attend a scheduled performance, the Contractor must notify Council as soon as possible and make reasonable efforts to find a replacement. If an artist or event staff member does not attend, they will generally not be paid. Any exception to this will be at the discretion of Council's nominated representative.

c) Where the Contractor or nominated event representative considers that weather, safety or site conditions make attendance unsafe, they must contact Council's nominated representative and provide a recommendation. Where Council determines that conditions are unsafe and directs artists and event staff not to attend the scheduled performance location, artists and event staff will still be paid in accordance with the Contract.

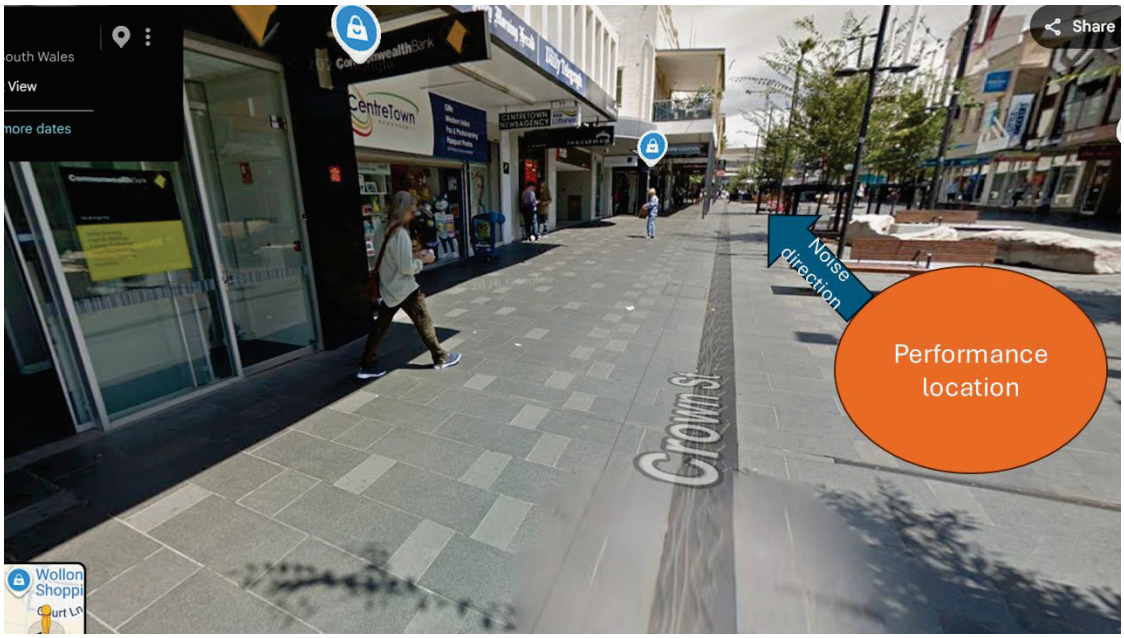
d) The Contractor is responsible for all payment arrangements with artists, event staff and any subcontractors engaged in the delivery of the program.

Appendix A: Performance Locations

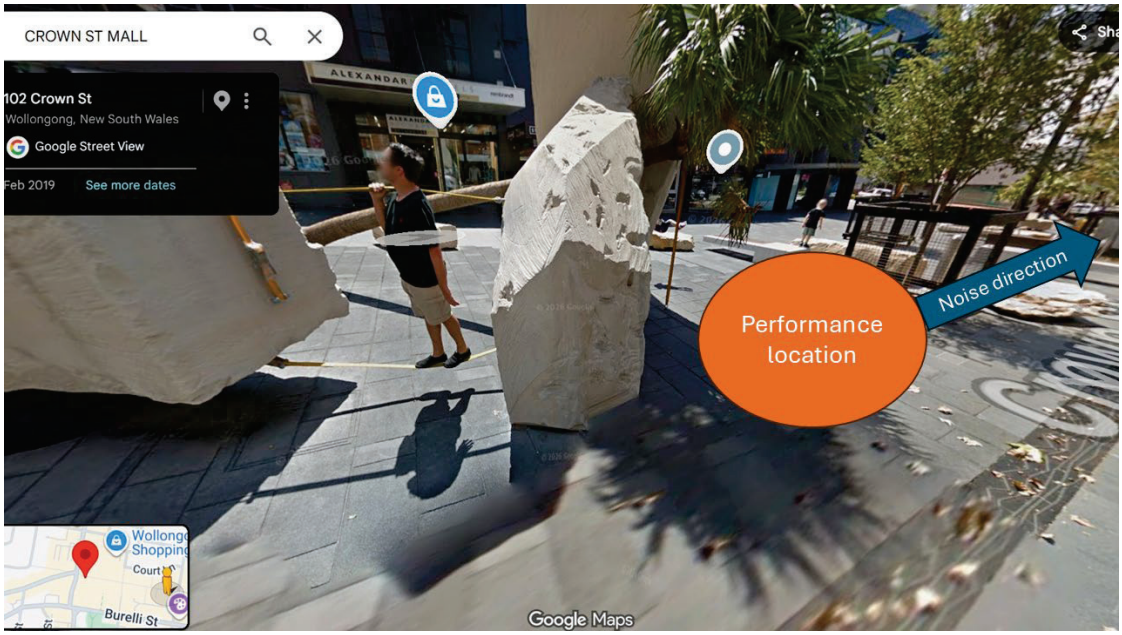
- Location 1 - Central Crown Street Mall (opposite Centretown Newsagency, 143 Crown Street, Wollongong)
- Location 2 - Lower Crown Street Mall (opposite Cow and the Moon, Crown Street, Wollongong)
- Location 3 - Lower Crown Street (opposite Glory Days, 53-61 Crown Street, Wollongong)

Note: Performance locations may be subject to change at Council's discretion.

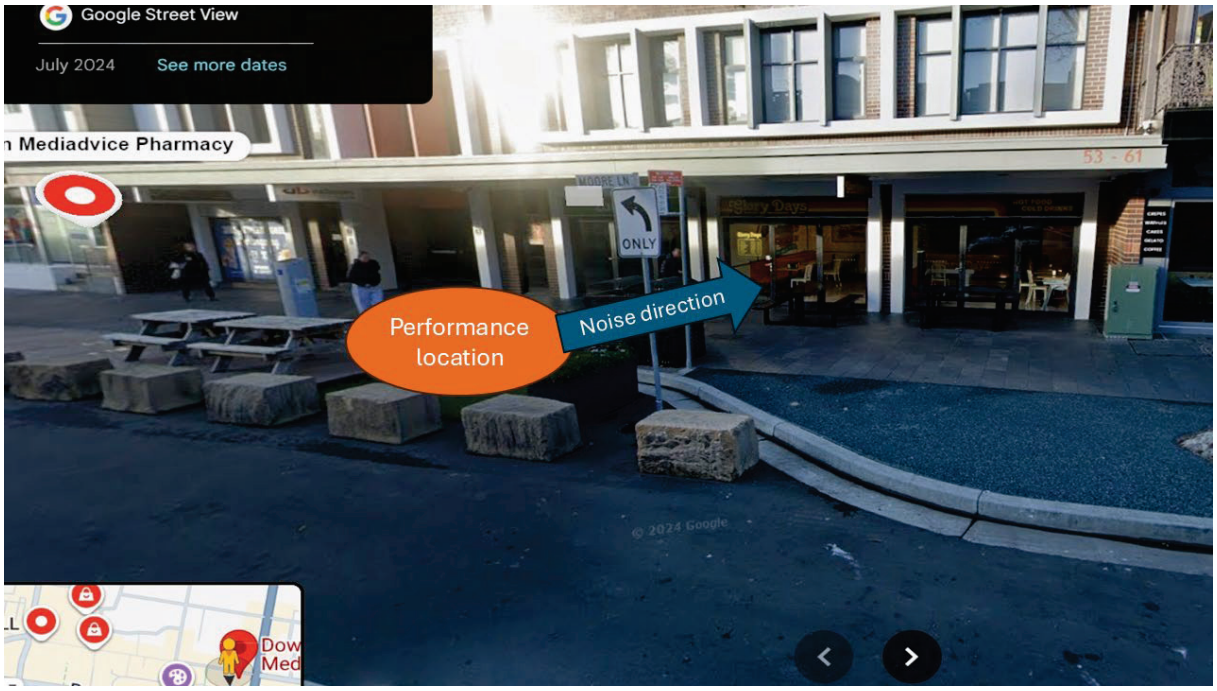
Location 1 - Central Crown Street Mall



Location 2 - Lower Crown Street Mall



Location 3 - Lower Crown Street



Appendix B: Live@Lunch Operational Procedures

This Appendix outlines the operational procedures for the delivery of the Live@Lunch program, including attendance requirements, wet weather management, performance cancellations and record keeping.

1. Attendance Requirements

a) The Contractor is responsible for ensuring artists and event staff attend all scheduled performances at the dates, times and locations agreed with Council.
b) Artists and event staff must be ready and available to deliver the performance at the scheduled commencement time.
c) Where an artist or event staff member is unable to attend, the Contractor must notify Council's nominated representative as soon as practicable and take reasonable steps to minimise disruption to the program.

2. Wet Weather Procedures

Live@Lunch performances will proceed in wet weather where it is safe and practical to do so. The following procedures apply in the event of wet weather:

a) Unless it is unsafe to do so, the artists and event staff must attend the scheduled performance location during wet weather conditions.
b) Upon arrival, the Contractor must assess site conditions and determine whether the performance can safely proceed.
c) Where safety or site suitability concerns are identified, the Contractor must contact Council's nominated representative and provide a recommendation.
d) The final decision to proceed, relocate, modify or cancel a performance rest with Council's nominated representative.

3. Approved Wet Weather Locations

a) Central Crown Street Mall - Centretown Newsagency, 143 Crown Street, Wollongong
b) Lower Crown Street Mall - Nikolovski Lawyers, 101 Crown Street, Wollongong
c) Lower Crown Street - Glory Days, 53-61 Crown Street, Wollongong

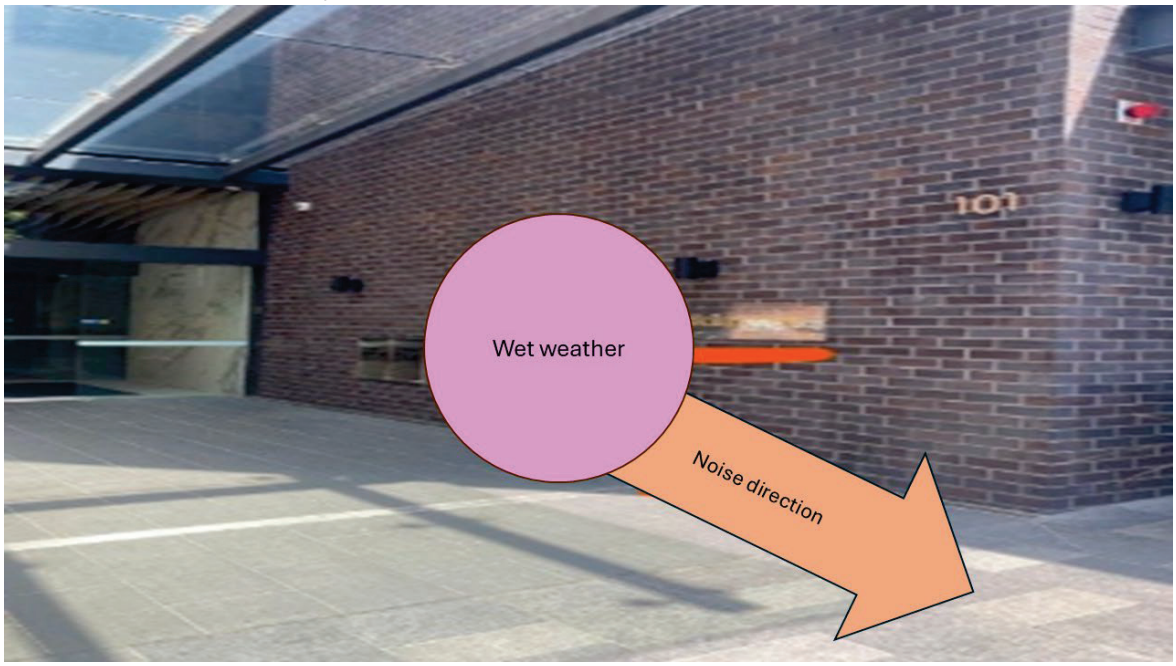
In the event of wet weather, the Contractor may be required to relocate performances to an approved wet weather location. Any relocation must be undertaken in accordance with Council's directions and relevant site requirements.

Images of Wet weather performance locations

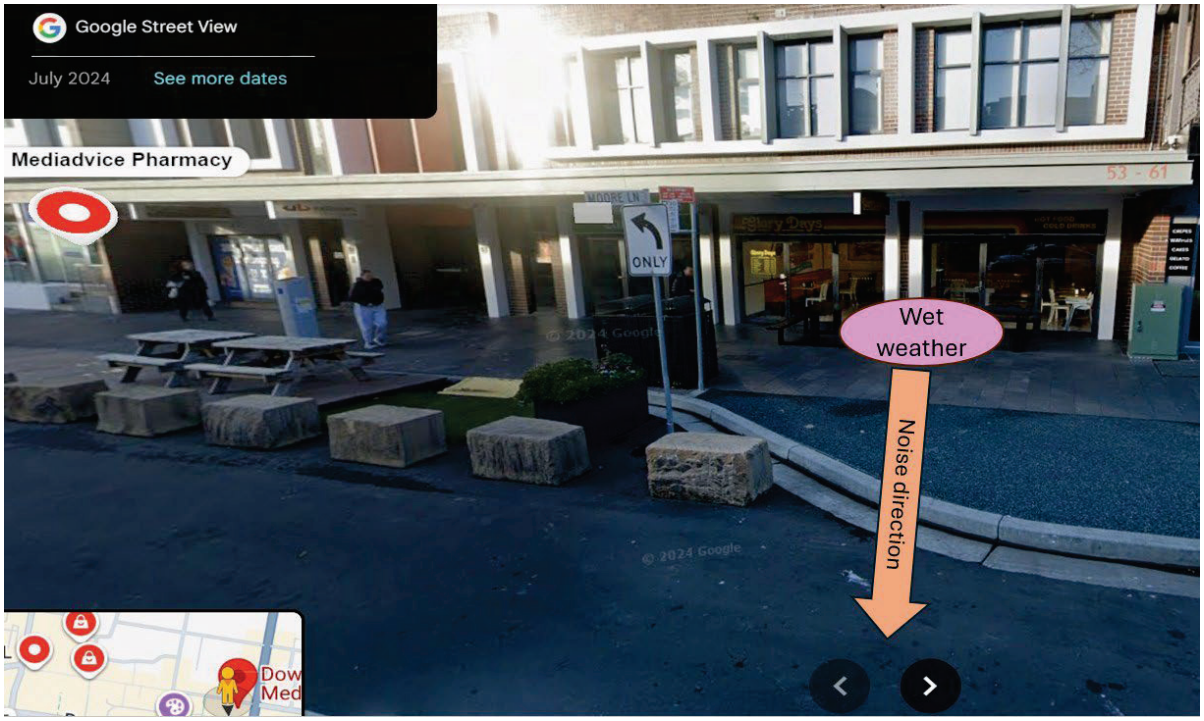
a) Location 1 Centretown Newsagency



b) Location 2 Nikolovski Lawyers



c) Location 3 - Glory Days



4. Performance Cancellations

a) Council may direct that a performance be cancelled, relocated or modified due to weather, safety concerns, operational requirements or other circumstances affecting the safe delivery of the program.
b) The Contractor must notify all affected artists and event staff as soon as practicable following Council's direction.
c) Where the Contractor identifies circumstances that may affect the safe or successful delivery of a performance, the Contractor may make a recommendation to Council. The final decision remains with Council's nominated representative.