



Contract No: 2909_2016-17_QTB_20

Contract Tender

**MUNDUBBERA SEASONAL
WORKERS CAMPSITE CARETAKER**

Closing Date: 5pm Friday, 05th May 2017

Contact Mr David Wiskar Deputy Chief Executive Officer
or Melinda Jones Community Development Officer
Ph: 1300 696 272 or 0498 669 940 (David) or
0487 669 968 (Melinda) for further information.

Doc ID: 789153

TENDER – Short form
MUNDUBBERA SEASONAL WORKERS CAMPSITE
OVERVIEW TENDER NUMBER 2909_2016-17_QTB_20

INTRODUCTION

The North Burnett Regional Council invites tenders from persons with previous caravan park caretaker experience for the Contracted Caretaker of Mundubbera Seasonal Workers Campsite.

TERMS OF CONTRACT

The Caretaker of Mundubbera Seasonal Workers Campsite contract will be for a two (2) year fixed term, excluding the months of November, December, January and February, with the option to extend for an addition two (2) years.

The Mundubbera Seasonal Workers Campsite has a shut down period from November to February yearly. This is included in the terms of the contract and no contractual payments will be received during this time (as per contracted agreement).

COMMENCEMENT DATE OF CONTRACT

The Caretaker of Mundubbera Seasonal Workers Campsite contract commences on the 15th of May 2017.

FACILITIES

The facility has a number of non powered sites, free gas BBQ's, outdoor tables and chairs, public amenities and camp kitchen area. Caretakers' accommodation is not provided, nor is plant equipment for maintaining the area.

The successful applicant should possess excellent communications skills and previous experience in the operation and maintenance of a caravan park, back packer facility or tourist facility an addition bonus, but not necessary.

INFORMATION

For further information regarding this Tender, please contact North Burnett Regional Council Deputy Chief Executive Officer, David Wiskar on 1300 696 272, or refer to the North Burnett Regional Council's website www.northburnett.qld.gov.au for the Documentation.

DEADLINE

Tender closes at 5 pm Friday, 5th May, 2017.

ADDRESS FOR DELIVERY

Please place your completed tender application addressing your capability and experience (including covering letter, resume, capability statement and any other relevant evidence) in a sealed envelop marked:

'Confidential' – Tender – 2909_2016-17_QTB_20
Chief Executive Officer
North Burnett Regional Council
PO Box 390
Gayndah QLD 4625

Or Email: admin@northburnett.qld.gov.au

Applications sent to alternative emails or addresses will not be processed.

Applications can be placed at any Administration Centre provided they are placed in a sealed enveloped as per above instructions.

PART 1 CONDITIONS OF EXPRESION OF INTEREST

1. DEFINITIONS

1.1 In these Conditions of Tender, except where the context otherwise requires:

'Closing Time' means **1700 (5pm), 5th May, 2017** Australian Eastern Standard Time.

'Conditions of Tender' means these Conditions of Tender.

'Confidential Information' means any technical, commercial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind:

- owned by the Principal and supplied or made available by the Principal to the Tender; or
- created by the Tender, from the material supplied or made available to the Tender by the Principal for the purposes of submitting the Tender.

'Contact Person' means Mr David Wiskar Deputy Chief Executive Officer or Melinda Jones Community Development Officer. Phone: 1300 696 272 or 0498 669 940 (David) or 0487 669 968 (Melinda)

'Contract' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

'Contract Price' means: the sum which is stated in the Contract to be payable to the Contractor for the Caretaker of Mundubbera Seasonal Workers Campsite and the performance of the obligations of the Contractor under the Contract.

'Contractor' means the party whose Offer to supply the Goods and Services is accepted by the Principal (by Letter of Acceptance).

'General Conditions of Contract' means AS2124 - General Conditions of Contract, copies of which can be acquired through Standards Australia.

'GST' means the goods and services tax under the GST Act.

'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* and includes other GST related legislation.

'Letter of Acceptance' means a letter from the Principal to the Contractor advising the Contractor of the Principal's acceptance of the Offer.

'Local Government' means a local government for a local government area declared by regulation under the *Local Government Act 2009*.

‘Principal’ means **North Burnett Regional Council**

‘Relevant Person’ means the Tender and each person engaged in the preparation of a Tender on behalf of the Tenderer.

‘Request for Tender’ or **‘RFT’** see Clause 2.1.

‘RTI Act’ means the *Right To Information Act 2009*.

‘Specification’ means the Specification comprising Part 2 of the Request for Tender, including any amendment or addition to the Specification.

‘Tender’ means a Tender lodged in response to the Request for Tender.

‘Tenderer’ means any person lodging a Tender.

‘Tenderer’ means any person lodging a Tender.

‘Tender Response’ means the Tender Response comprising Part 3 of the Request for Tender, including any templates or attachments to be completed and included in a Tender.

2. STRUCTURE OF REQUEST FOR TENDER

2.1 The documents comprising the Request for Tender are, collectively:

- a) Part 1 – Conditions of Tender (read and keep this part); and
- b) Part 2 – Specification (read and keep this part); and
- c) Part 3 – Tender Response which, when completed by the Tenderer, comprises the Tender of the Tenderer (complete and return this part).

All parts of the Request for Tender must be read and constructed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority from document (a) to (c) as follows:

- a) Conditions of Tender;
- b) Specification and Special Conditions of Contract;
- c) Tender Response.

2.2 The Request for Tender is not an offer. The Request for Tender is an invitation for persons to submit an offer for the Caretaking of The Principal's facilities.

3. TENDER BRIEFING/SITE INSPECTION

3.1 Formal Site Inspections are relevant at Tender stage. The successful Tenderer may inspect site upon potential contracting. Please make arrangements with listed contact person above.

4. OBTAINING INFORMATION

4.1 The Principal will provide the Tenderer with the Request for Tender. No fee is payable for the supply of the Request for Tender.

4.2 Any additional information required by a Tenderer may be obtained through the Contact Person.

4.3 Tenderer must not direct requests for information to, or seek to discuss the Request for Tender process with, any Councillor or officer of the Principal other than the Contact Persons.

4.4 The Principal will not be bound by any advice or information furnished by a Councillor or officer of the Principal with respect to the Request for Tender.

4.5 Written information provided to the Tenderer by or on behalf of the Principal:

- a) will be provided for the convenience of the Tenderer only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and
- b) is not warranted or represented by the Principal as accurate, correct or adequate.

4.6 If the Principal makes information available to a Tenderer, the Principal reserves the right to distribute the information to each Tenderer who has obtained a copy of the Request for Tender from the Principal.

4.7 If requested by the Principal, the Tenderer must:

- a) provide further information relating to the Tender; and
- b) give a presentation at a time and place nominated by the Principal:
 - a. to demonstrate the Tenderer's financial substance, technical capabilities and resources; and

- b. to demonstrate its ability to comply with the terms and conditions of the Contract; and
- c. in relation to anything else relative to the Tender; and
- c) allow the Principal and its agents to inspect any facility or equipment the Tenderer proposes to use in complying with the terms and conditions of the Contract; and
- d) authorize the Principal and its agents (in writing, if required) to contact any referee nominated by the Tenderer; and
- e) authorize the Principal (in writing, if required) to obtain information about the Tenderer, particularly information relevant to the Tenderers ability to discharge the responsibilities of the Contractor under the Contract, from any third party the Principal considers may be able to provide that information.

4.8 The Principal may provide information to Tenderer in electronic format, in addition to the hard copy format.

4.9 Where there is an inconsistency between the information in the electronic format and the hard copy information, the latter prevails.

5. RESPONSIBILITIES OF TENDERER

5.1 Before submitting its Tender, each Tenderer must:

- a) carefully read and consider the Request for Tender and any other information made available by the Principal with respect to the Request for Tender and the process of Tendering for the Contract; and
- b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Request for Tender; and
- c) inform itself of the nature of the obligations it must discharge under the Contract; and
- d) inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Tenderer to discharge its obligations under the Contract; and
- e) not rely upon information provided by or on behalf of the Principal; and
- f) independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and
- g) satisfy itself that the information in its Tender is accurate and complete; and
- h) satisfy itself that its Tender complies in all respects with the requirements of the Conditions of Tender.

5.2 In evaluating Tenders and determining with whom it will enter the Contract, the Principal will rely upon Tenderer having complied with the requirements of Clause 5.1.

5.3 Failure to comply with any requirement in Clause 5.1 will not relieve the relevant Tenderer of responsibility to complete the Contract in accordance with its terms and in particular, the price or rate Tendered by the Tenderer.

5.4 The Principal will not be responsible for the payment of any expenses or losses incurred by the Tenderer in:

- a) attending any briefing or site inspection under Clause 3; or
- b) preparing and lodging its Tender; or
- c) participating in any post Tender activities.

5.5 A Tender will not be considered if the Tenderer or anybody on its behalf offers or gives anything to:

- a) any Councillor of the Principal; or
- b) any officer or agent of the Principal, as an inducement or reward that could influence the actions of the person in relation to the Tender.

6. FORMAL REQUIREMENTS

6.1 The Tender must be submitted in writing in the form of the Tender Response.

6.2 The Tender Response must be fully completed, and include all supporting documents and materials required by both the Conditions of Tender and the Tender Response.

6.3 The Tender Response must contain the Tenderers:

- a) full name; and
- b) Australian Business Number; and
- c) Postal address, email and facsimile number for the service of notices.

6.4 If the Tenderer operates as a firm, the Tender Response must contain:

- a) the full names and addresses of each member of the firm; and
- b) the business name under which the firm trades; and
- c) the firm's address and facsimile number for the service of notices; and
- d) the firm's Australian Business Number.

6.5 If the Tenderer is a corporation, the Tender Response must contain details of the corporation's:

- a) name; and
- b) business name (if applicable); and
- c) Australian Business Number; and
- d) registered office; and
- e) postal address, email and facsimile number for the service of notices; and
- f) the name, telephone number and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Tender.

6.6 If the Tenderer is a consortium or a joint venture, the Tender Response must contain details of:

- a) the name of each member; and
- b) the structure of the consortium or joint venture, including the proposed managerial structure; and
- c) the role to be played by each member in complying with the terms and conditions of the Contract; and
- d) in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.

6.7 The Tender Response must be duly executed in a manner that binds the Tenderer.

6.8 The Contract Price in the Tender Response must be:

- a) in Australian dollars; and
- b) unless otherwise specified in the Tender Response, GST inclusive.

6.9 A Tenderer must provide three executed copies of its Tender (one to be marked "ORIGINAL" and each other to be marked "COPY".) Any cover letter, attachment, brochure or pamphlet which forms part of an Tender must be attached to both the original and each copy of the Tender.

6.10 The Tenderer must:

- a) securely attach (for example, by bulldog clip), but not bind or staple, the original of its Tender; and
- b) bind each copy of its Tender; and
- c) number consecutively each page of its Tender; and
- d) include an index in the Tender.

6.11 The identity of the Tenderer is fundamental to the Principal. For the purposes of a Tenderer's Tender, the Tenderer is the person, persons, corporation or corporations:

- a) who is named as the Tenderer in the Tender Response; and
- b) who has duly executed the Tender Response in a manner that binds the Tenderer.

6.12 The Tenderer must supply in addition to that requested, certified documents that show the Tenderer has all relevant licences, authorities and certificates, required to perform the required task, which are current to the end of the contract.

7. CONFORMING AND NON-CONFORMING TENDERS

7.1 A Tenderer lodging a non-conforming Tender will not be considering and deemed ineligible.

7.2 A Tender may be considered as non-conforming if the Tenderer has failed to supply any of the information required by the Conditions of Tender, does not comply with any of the requirements of the Conditions of Tender or has been lodged subject to any condition or qualification.

7.3 If more than one conforming Tender is lodged, each Tender must be accompanied by a clear summary of all points of difference between each conforming Tender.

7.4 The Principal will not be obliged to consider any Tender that does not comply with the requirements of the Conditions of Tender.

8. LODGEMENT OF TENDER

8.1 Please place your completed Tender application addressing your capability and experience (including covering letter, resume, capability statement and any other relevant evidence) in a sealed envelop marked:

'Confidential' – Tender – 2909_2016-17_QTB_20
Chief Executive Officer
North Burnett Regional Council
PO Box 390
Gayndah QLD 4625

Or Email: admin@northburnett.qld.gov.au

Applications sent to alternative emails or addresses will not be processed.

Applications can be placed at any Administration Centre provided they are placed in a sealed envelope as per above instructions.

8.2 Each Tender must be submitted in a sealed envelope, addressed to:
“Chief Executive Officer
North Burnett Regional Council”,

and clearly marked with the number and title of the Tender as shown above.

8.3 Tenders must be lodged in the container marked “Tender Box” at:
34-36 Capper St (Postal Address – P.O. Box 390)
Gayndah Qld 4625

8.4 Tenders must be in the Tender Box by the Closing Time.

8.5 The Principal may extend the Closing Time at its discretion.

8.6 The Principal reserves the right to consider a Tender which is not in the Tender Box by the Closing Time if, in the opinion of the Principal, there is satisfactory evidence that:

- a) the Tender was dispatched by prepaid post or courier service in sufficient time to effect delivery to the Tender Box by the Closing Time under normal circumstances; and
- b) at the Closing Time the Tender was still in the course of delivery.

8.7 A Tender will be accepted if it is submitted:

- a) electronically; and/or
- b) by post; and/or
- c) by facsimile; and/or
- d) in person

8.8 A Tenderer must not alter or add to the Tender Response unless required by the Conditions of Tender.

8.9 A Tender is irrevocable for 90 days after the Closing Time.

8.10 The period in Clause 8.10 may be extended by mutual agreement between the Tenderer and the Principal.

8.11 Each Tender constitutes an offer by the Tenderer to the Principal for the Caretaker of Mundubbera Seasonal Workers Campsite required under and otherwise to satisfy the requirements of, the Specification on the terms and conditions of the Contract.

9. OPENING OF TENDERS

9.1 Tenders will be opened after the Closing Time.

9.2 Tenders **will not** be opened publicly.

10. TENDER EVALUATION PROCESS

10.1 Tenders will be evaluated by reference to the criteria in section 106 (3) of the *Local Government Act 2009*, namely:

- a) open and effective competition;

- b) value for money;
- c) encouragement of the development of competitive local business and industry;
- d) environmental protection;
- e) ethical behaviour and fair dealing.

10.2 Each Tender will be evaluated using the information provided in the Tender Response.

10.3 If a Tender Response for a Tender is not fully completed or does not include all supporting documents and materials required by the Conditions of Tender or the Tender Response, the Tender may be rejected.

10.4 In evaluating Tenders, the Principal may:

- a) require presentations from Tenderer; and
- b) conduct interviews with Tenderer’s staff and subcontractors; and
- c) contact Tenderer referees; and
- d) investigate a Tenderer structure and management, and that of any relevant subsidiary or related corporation; and
- e) make its own assessment of the Tenderer ability to comply with the terms and conditions of the Contract at the Tendered price; and
- f) verify that the Tenderer holds all necessary permits, licences, approvals and certifications necessary to enable it lawfully to comply with the terms and conditions of the Contract.

10.5 Tenderer must give the members of the evaluation panel of the Principal any cooperation and assistance reasonably requested of them to facilitate consideration of their Tenders.

10.6 Compliance criteria for the Request for Tender are outlined in the Caretaker Specification of the Tender Response. Each Tender will be assessed on a Yes/No basis as to whether each of the compliance criteria is satisfied by the Tenderer or not. If an Tender Response is assessed as “No” in respect of a criterion, the Tender may be rejected.

10.7 Qualitative criteria for the Request for Tender are outlined in the Caretaker Specification of the Tender Response. The qualitative criteria may be weighted to indicate the relative degree of importance that the Principal places on the essential and desirable items outlined in the Caretaker. Each Tenderer must address each of the qualitative criteria outlined in the Caretaker Specification of the Tender Response. If a Tenderer fails to address any of the qualitative criteria outlined in the Caretaker Specification of the Tender Response, its Tender may be rejected.

11. COMPLIANCE CRITERIA

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of ‘No’ against any criterion may eliminate the Tender from consideration.

Description of Compliance Criteria	Yes/No
Compliance with the Specifications contained in the Request.	Yes/No
Compliance with the Conditions of Tendering this Request.	Yes/No

Compliance of commencement and expected completion dates.	Yes/No
Compliance with and completion of the Price Schedule.	Yes/No

12. QUALITATIVE CRITERIA

The Qualitative Criteria and Rating Scale should be based on the following criteria (as listed in the Request for Tender [RFT] documents):

Qualitative Criteria

A	Conformity with the Tender documents.	Weighting 5%
B	The cost submission.	Weighting 35%
C	Technical, managerial, physical and financial resources capable to carry out the Caretaker of Mundubbera Seasonal Workers Campsite	Weighting 25%
D	Previous experience with Management/Caretaking.	Weighting 25%
E	Referees and Safety.	Weighting 10%
TOTAL		100%

Rating Scale

Score	Description of Score
0	Inadequate or non-appropriate offer, many deficiencies, does not meet criterion.
2	Poor offer, some deficiencies, only partially meets criterion.
4	Marginal offer, few deficiencies, almost meets criterion.
6	Acceptable offer, no deficiencies, meets all criterion.
8	Good offer, exceeds criterion.
10	Excellent offer, greatly exceeds criterion.

The selection of an offer representing the best outcome at an acceptable cost, satisfying the requirements of the Principal, shall be a prime consideration, including, but not limited to, the following:

1. The quality, comprehensiveness and integration of submissions on issues raised in the brief;
2. A response by Tenderer in conformity with this brief;
3. A Tenderer must have the proven financial and management resources and experience to supply the services for the period of the contract;
4. A Tenderer must demonstrate previous 'Caretaking' of a similar facility; and
5. A Tenderers preparedness to comply with the proposed Caretaking conditions of this invitation.

13. PRICE CONSIDERATIONS

The evaluation panel will make a series of value judgements based on the capability of the Tenderer to complete the Requirements and a number of factors will be considered, including:

- The qualitative ranking of each Tenderer; and
- The pricing submitted by each Tenderer.

Once the Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking, and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The Tendered price will be considered along with related factors affecting the total cost to the Principal, for example, the lifetime operating costs of the facility or the Principal's Contract Caretaker costs may also be considered in assessing the best value for the Principal.

14. PRICE BASIS

All prices for the 'Contractor' offered under this Request shall be a caretaker cost calculated and paid monthly for the term of the Contract.

Tendered prices **must be valued between \$3500.00 and \$4000.00 per month excluding Goods and Services Tax (GST).**

The Mundubbera Seasonal Workers Campsite has a shut down period from November to February yearly. This is included in the terms of the contract and no contractual payments will be received during this time (as per contracted agreement).

The successful Tenderer will be required to provide a GST inclusive invoice to the Principal for caretaker services each month for the term of the Contract.

15. PRICE SCHEDULE

Price Schedule – for the Caretaker of Mundubbera Seasonal Workers Campsite must be valued between \$3500.00 and \$4000.00 per month, in accordance with the Conditions, Specifications and Scope of Works required by this Tender.

Item Description	Yearly/Monthly/Fortnightly Cost (ex GST)	GST Component	Price Schedule (inc GST)
Caretaker of Mundubbera Seasonal Workers Campsite	valued between \$3500.00 and \$4000.00 per month		

16. CLARIFICATIONS AND VARIATIONS

16.1 The Principal may issue to Tenderer before the Closing Time:

- a) additional information; and
- b) information clarifying or correcting information previously provided, to assist them in preparing their Tenders.

16.2 If the Principal issues information to Tenderer under Clause 16.1, each Tenderer must take the information into account in the preparation of its Tender.

16.3 After the Closing Time, the Principal may (without limiting its options):

- a) request clarification or further information from any Tenderer; and
- b) invite all Tenderer to change their Tenders in response to an alteration to the Specification or any of the terms and conditions of the Contract; and
- c) negotiate with one or more Tenderer upon any aspect of their Tenders.

17. COMMISSIONS AND INCENTIVES

A Tender will not be considered if anybody offers or gives anything to a Councillor of the Principal, or any officer or agent of the Principal, as an inducement for the purpose of seeking to influence the manner in which the Tender is evaluated or the Contract awarded.

18. CONFIDENTIALITY

18.1 . The Tenderer:

- a) acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and
- b) must not use the Confidential Information for any purpose other than preparing its Tender; and
- c) must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Tender; and
- d) must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Tender to be prepared; and
- e) must obtain the Principal's written consent before disclosing Confidential Information to a person other than a Relevant Person.

18.2 The consent of the Principal to disclosure of the Confidential Information by the Tenderer may be given or withheld on such terms and conditions as the Principal considers appropriate.

18.3 The Tenderers obligation under this Clause 18 continues after closure of Tenders and award of the Contract.

18.4 The Principal reserves the right to retrieve from a Relevant Person any Confidential Information held by that person, subject to the Principal having given written notice to the Tenderer in writing that the Relevant Person is to be denied access to the Confidential Information.

18.5 Failure or delay by the Principal in enforcing strict compliance with this Clause 18 or pursuing a remedy under this Clause 18 will not constitute a waiver or implied variation of the entitlement or remedy.

18.6 This Clause will not apply to an item of Confidential Information where the Tenderer can establish that:

- a) the item has been transferred to the public domain through no fault of the Tenderer;
or
- b) the item was already in the Tenderers possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal;
or
- c) it has received from the Principal written notification that the Principal no longer requires the Tenderer to keep the item confidential.

19. ACCEPTANCE OF TENDER

19.1 The Principal will not be bound to accept the lowest or any Tender.

19.2 The Principal may accept a Tender from a Tenderer by giving written notice in the form of a Letter of Acceptance to the Tenderer who submitted the Tender to the Principal.

19.3 The Contract will not come into existence until the Principal has given written notice in the form of a Letter of Acceptance to the Tenderer.

19.4 When the Contract comes into existence the Tenderer becomes the Contractor for the purposes of the General Conditions of Contract.

19.5 The Principal reserves the right to accept a Tender in part or in whole.

20. RIGHT TO INFORMATION (RTI)

20.1 The Tenderer acknowledges that:

- a) the RTI Act entitles members of the public to access documents held by Local Governments, including documents created by private entities; and
- b) nevertheless, access to exempt matter may be denied.

20.2 The Tenderer must familiarise itself with the relevant provisions of the RTI Act dealing with what material must be disclosed and what information is exempt matter and may be withheld from disclosure.

20.3 The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Tenderer concerning the content or effect of the RTI Act.

20.4 Where a Tender contains:

- a) material concerning the personal affairs of a person, living or dead; or
- b) trade secrets; or
- c) material (other than trade secrets) that is commercially valuable to the Tenderer; or
- d) other material confidential to the Tenderer;

the Tenderer must identify that material in the Tender as confidential.

20.5 In any event, the Principal reserves the right to disclose, in response to an application under the RTI Act, any material contained in or accompanying the Tender, including material identified in the Tender as confidential.

21. OWNERSHIP OF TENDERS

21.1 Each Tender Response (including all supporting documentation and materials submitted by a Tenderer as part of, or in support of, an Tender) becomes the property of the Principal on submission and will not be returned to the Tenderer.

21.2 However, the Tenderer shall retain copyright and other intellectual property rights in respect of the Tender except to the extent specified in the Contract.

21.3 The Principal may reproduce the Tender for the purposes of evaluation.

21.4 Under the Information Privacy Policy, the information that you have provided will be used for the purpose of assessing your request/Tender and will not be disclosed to any third parties without your written or verbal authorization unless we are required to by law.

PART 2 SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT

2.1 SPECIFICATIONS

Unless otherwise expressly stated, the Caretaker of the Mundubbera Seasonal Workers Campsite shall be operated generally in accordance with the terms and conditions as determined by the North Burnett Regional Council, the Councils Local Laws and all statutory requirements arising under any written law whether State or Federal.

2.2 SCOPE OF WORK

Mundubbera Seasonal Workers Campsite Requirements:

Duties: Mundubbera Seasonal Workers Campsite

- Ensure that the Mundubbera Seasonal Workers Campsite is maintained and operated in accordance with this schedule at all times.
- Make welcome all patrons.
- Ensure Mundubbera Seasonal Workers Campsite services are of the highest standard and quality.
- Obtain an ABN prior to the commencement of contract
- Provide Principal with a GST inclusive invoice for payment of Contractor's fee as per contract.

Daily Duties:

- Check BBQ's, unit gas systems, park lighting, ablution lighting for any malfunctions, adjust or report for repairs as necessary.
- Empty all site rubbish bins and place in Waste Bins provided.
- Clean Mundubbera Seasonal Workers Campsite ablutions, camp kitchen, picnic shelters and Fire Pit area.
- Clean barbecue tops and surrounds.
- Check and remove litter in all areas including grass and along fences.
- Provision and maintenance of adequate supplies in amenities at all times i.e. toilet paper and liquid soap.
- Check water outlets, hand basin drains and cisterns for correct operations. Rectify or submit work order for repairs as required.
- Ensure that patrons have vacated sites, disposed of rubbish appropriately and left sites in a clean order.
- Assist arriving patrons with allocated site location.
- Collect park fees from park patrons on a Daily or Weekly basis as appropriate and issue appropriate receipts
- In the evenings, street and ablution lighting should be checked for correct operation.
- Ensure park patrons are conducting themselves in an orderly fashion.

Note 1:

- During high use periods such as the citrus seasons, holiday seasons, etc, the public toilets and barbecue area are to be cleaned as often as necessary – this could be up to three times a day.

Note 2:

- Provide a telephone answering and assistance service during normal office hours, normally 8 am to 6 pm Monday to Friday and 9 am to 12 pm Saturday. Outside these hours as required.

Note 3:

- Unless the Caretaker elects to provide longer hours of service, the telephone will go to an automated answering service after hours and shall be checked regularly for messages.
- Keep and maintain up-to-date, office records, computer programs including booking sheets, park register and receipt books.
- Promptly issue receipts for moneys received, file or post receipts as required.

Weekly Duties

- Conducts an on site Workplace Health & Safety Inspection of facilities.
- Report any repairs required to Principal's Facility Officer.
- Weekly banking of park fees collected to North Burnett Regional Council, Mundubbera Customer Service Centre or other Customer Service Centres within the region.
- Complete banking documents and fully reconcile takings and transactions both cash and EFTPOS.

Note 4:

- Where money is accepted for deposit at The Principal's Customer Service Centres, a receipt will be issued to the Contractor and copy retained by the Principal for their records.
- An online booking system known as RMS (Remote Management System) is in place at the Mundubbera Seasonal Workers Campsite, all bookings, checkouts, receipting, reporting, etc are to be conducted through RMS. Training and support will be provided to the Contractor.

Periodic Duties

- All Lawns and edges are to be cut and maintained regularly.
- Park trees are to be pruned to prevent obstruction or annoyance to patrons as required.
- The Park lawns are to be watered as often as necessary to maintain well kept appearance.
- Waste water traps are to be checked for correct operation; clear waste pipes of blockages when required.
- Provide a monthly report to Principal detailing visitor statistics, i.e. visitor numbers and income collected.
- Notify Principal of due date for fire extinguisher maintenance.
- Attend to general duties of a caretaker including the policing and prohibition of unauthorised overnight camping and day visitors at the campsite.
- Place out all rubbish bins to be emptied at one location for collection on collection day. The current collection day is Tuesday. Should this change, the Principal will notify the Contractor. The collection day is specified by the Principal and this item will not be negotiated.
- Clean and maintain in the clean condition the 240 litre rubbish bins at the facility to control and reduce the attraction of insect and vermin resulting from odours and food scraps etc.
- Acceptance of money and issuing of receipts.
- Assist visitors with information relating to local attractions and facilities.
- Receive bookings and take reservations, including after-hours calls.
- Perform a basic security role by inspecting facilities and confirming security lights are operating correctly.

Special Notes

Unless specified otherwise in writing, the Principal owned plant and equipment are for use for Principal related business only;

1. The Contractor will provide all consumables, specified by the Principal, as may reasonably be required, at the Contractor's cost, to be used by the Contractor for servicing, maintenance and cleaning of amenities and facilities, in particular;
 - a) Hand soap, toilet paper and paper towel;
 - b) Consumables and other stationery required to operate the Mundubbera Seasonal Workers Campsite;
2. The Principal, at Principal's cost, will provide maintenance of the facility, in particular:
 - a) The mowing of all lawns at least once per fortnight or as necessary. For this purpose the grass is to be mown when the height reaches 75mm. When mowing, a shorter height can be maintained by the Contractor if wishing to undertake grounds maintenance at their discretion, with their own equipment.
 - b) Maintenance or repairs required to grounds, public amenities, fixtures and fittings to assist with the keeping in good order and condition shall be carried out by the Principal upon receiving notification from the Contractor. Notifications can be made in person at The Principal's Customer Services Offices (Mundubbera), by calling 1300 696 272 or email admin@northburnett.qld.gov.au .
2. Tradesmen, (electricians, plumbers, etc.) are to be used for work or repairs only with the Deputy Chief Executive Officers approval in the first instance and shall be organised by The Principal's Facility Officer;
3. The Contractor is required to maintain full insurance including personal and Public Liability and Workers Compensation for the full term of the Contract;
4. The Contractor will be required to undertake The Principal's Workplace Health and Safety Induction process;
5. No accommodation is available on site. The Contractor will be allocated one powered site for their own transportable accommodation at the Mundubbera Seasonal Workers Campsite. The site fee will be waived and considered an addition to the agreed price schedule. The Contractor does this at their own risk and is fully responsible for any damage to their accommodation;
6. Other business options – the Contractor is permitted to develop other business proposals within the Mundubbera Seasonal Workers Campsite and location (eg. interpretive walks). Any proposals are subject to prior Principal or relevant government agency approval and will not interfere with completion of the general tasks and duties;
7. Assisting patrons to link with the citrus industry regarding potential employment including the provision of advice regarding industry practices, timings and approaches.
8. Support and deliver the Seasonal Workers Community Engagement and Volunteering Program. See below for process information.
9. Provide information as required to assist The Principal with compliance activities regarding seasonal worker management in the North Burnett.
10. Maintenance of all vegetation around infrastructure, such maintenance to include brush-cutting and hand-weeding. Poisoning of any weeds shall be carried out by The

Principal's Land Protection Officer (LPO) or Parks & Gardens, who shall be given appropriate notification when spraying is required, to allow suitable organisation of work schedule. However, the Caretaker is encouraged to manage weeds through regular maintenance of all vegetation to ensure that poisoning is only required as a last resort to management.

11. The Contractor shall implement The Principal's approved fees and charges. The Principal shall inform the contractor in a timely manner of all changes.
12. Any variation to this Contract shall be in agreement in writing and signed by both parties.
13. The Principal will conduct periodical inspections of the facilities to ensure cleanliness and The Principal's services standards are adhered to.

Caretaker Specification

The table below identifies the skills, knowledge, qualities and qualifications the Caretaker will need to possess and/ or demonstrate to comply with the Scope of Works (2.2). All applicants are required to submit a statement outlining their relevant skills and experience by addressing these specifications.

	Essential	Desirable
Qualifications/ Certificates	Current First Aid Certificate and CPR . Current 'C' Class Drivers Licence. Current Police Clearance.	Certificate III in Parks and Gardens or similar/ higher Certificate IV in Holiday Parks and Resorts or higher
Experience	Previous practical experience in Caravan Park operations or the Hospitality/ Accommodation Industry considered advantageous.	Management of a Caravan Park of a similar size or Hospitality/Accommodation Industry.
Skills & Knowledge	The Caretaker should have the knowledge and ability to: Deliver a strong customer focus utilizing a high level of interpersonal and communication skills; Prioritise and develop a routine maintenance work plan; Perform general accounting practices and meet financial reporting requirements; Data entry and word processing skills, and proficient in the use of Microsoft Office Suite and experience with small business accounting software; Understand the basic principles	In addition, the Caretaker might also have knowledge and understanding of: Be aware of and conform with North Burnett Regional Council local laws, and State Government regulations and legislation in relation to the operation of the Park; Ability to develop innovative and strategic tourism marketing solutions; 'Trade' knowledge and skills to carry out repairs and make improvements; Assess the quality of others' work, and support and advise

	of site management; Safe work procedures and practices in accordance with Work Health and Safety requirements; ‘Hands-on’ ability to perform general park/ facility maintenance by undertaking general labouring duties including manual handling, and operating a variety of hand held power tools; Use innovative work practices and identify ways to continue to develop the position; Work hours required as a Caretaker of the Seasonal Workers Campsite (afterhours work required); Deal with emergencies and problems in a positive and systematic manner; Maintain high standards of conduct and comply with all relevant rules and requirements; Enforce conditions, rules and regulations of campsite occupancy	where necessary; anticipate and reduce risk where possible; Devise a suitable record-keeping system for monitoring expenditure and stock levels; Develop more efficient and cost-effective ways of working;
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All applicants are required to submit a statement outlining their relevant skills and experience by addressing the above Caretaker Specifications.

Directions from the Principal

The Mundubbera Seasonal Workers Caretaker must comply, as soon as practicable, with any written direction given by the Deputy Chief Executive Officer concerning the supply of the Services.

Payment of Caretakers

For the term of this Contract in consideration for the Caretaker of Mundubbera Seasonal Workers Campsite observing and performing the Caretaker of Mundubbera Seasonal Workers Campsite obligations under the signed Contract, and subject to the provision of a valid Tax Invoice, the Principal shall pay to the Caretaker the agreed sum inclusive of GST.

The Tenderer must submit a price schedule for Caretaker of Mundubbera Seasonal Workers Campsite and indicate payment schedule options as a monthly/fortnightly Caretaker Fee to the North Burnett Regional Council. The Caretaker cost must be included on the Offer Form within this document.

All prices for the ‘Contractor’ offered under this Request shall be a caretaker cost calculated and paid monthly for the term of the Contract.

Tendered prices **must be valued between \$3500.00 and \$4000.00 per month excluding Goods and Services Tax (GST).**

The successful Tenderer will be required to provide a GST inclusive invoice to the Principal for caretaker services each month for the term of the Contract.

PRICE SCHEDULE

Price Schedule – for the Caretaker of Mundubbera Seasonal Workers Campsite must be valued between \$3500.00 and \$4000.00 per month, in accordance with the Conditions, Specifications and Scope of Works required by this Tender.

Item Description	Yearly/Monthly/Fortnightly Cost (ex GST)	GST Component	Price Schedule (inc GST)
Caretaker of Mundubbera Seasonal Workers Campsite	valued between \$3500.00 and \$4000.00 per month		

Term

The term of this Contract shall be two (2) years excluding the months of December, January and February, with the option to extend for an addition two (2) years, from the signing of the Contract by the Mundubbera Seasonal Workers Campsite Caretaker.

The Mundubbera Seasonal Workers Campsite has a shut down period from December to February yearly. This is included in the terms of the contract and no contractual payments will be received during this time (as per contracted agreement).

Transferring/Sub-Contracting/Employing Staff

The Contractor may not transfer or sub-contract without the prior Approval of the Principal.

The Contract may employ personnel to undertake duties outlined in the contract. The contractor is responsible for all employment requirements such as PAYG, Super, Workers Compensation, WHS of all staff employed by the contractor.

Insurance

- a) The Caretaker of Mundubbera Seasonal Workers Campsite must take out a valid and enforceable personal Public Liability Insurance Policy with a reputable insurer in Australia, which:
 - a) Is in the name of the Caretaker and the Principal noted as Principal on the Insurance Policy;
 - b) provides coverage of at least \$20,000,000 (twenty million) for each occurrence;
 - c) includes a clause waiving the Insurer's rights of subrogation against all insured persons;
 - d) requires the Insurer to notify the Principal of any cancellation or non-renewal of the Policy;
 - e) will cover the Mundubbera Seasonal Workers Campsite Caretaker's liability to indemnify the Principal in accordance with the Agreement; and
 - f) provide the Chief Executive Officer with a copy of a "Certificate of Currency" relating to all insurance policies taken out by the Caretaker of Mundubbera Seasonal Workers Campsite in relation to the management of the Mundubbera Seasonal Workers Campsite.

- b) The Caretaker of Mundubbera Seasonal Workers Campsite must take up a valid and enforceable Worker's Compensation Insurance Policy which complies with the provisions of the *Worker's Compensation and Injury Management Act 1981* in respect of all his/her employees supplying the Services under the Contract.

The Caretaker of Mundubbera Seasonal Workers Campsite must maintain an Insurance Policy throughout the Term.

Indemnity

- a) The Caretaker of Mundubbera Seasonal Workers Campsite must indemnify the Principal, and at all times keep the Principal indemnified from and against all Claims, which may be commenced or brought against the Principal, or the Principal may suffer or incur in connection with:
- a) the loss of life, personal injury or damage to property arising from or out of any occurrence in connection with the supply of the Services;
 - b) any breach or non-performance by the Caretaker of Mundubbera Seasonal Workers Campsite of any terms and conditions to be observed and performed by the Caretaker of Mundubbera Seasonal Workers Campsite under the Contract; and
 - c) without limiting the generality of subclauses (i) or (ii) above, any act or omission on the part of the Caretaker of Mundubbera Seasonal Workers Campsite that leads, directly or indirectly, to the Principal incurring any liability to a third party on the grounds of public liability for negligence or contributory negligence.
- b) The Caretaker of Mundubbera Seasonal Workers Campsite agrees that the Principal will not be responsible for, or liable in any way in regard to, any property or equipment of the Mundubbera Seasonal Workers Campsite Caretaker, or its employees, agents or sub-contracted Caretakers, that might be brought onto the Mundubbera Seasonal Workers Campsite as a result of the Caretakers use of Mundubbera Seasonal Workers Campsite and provision of services pursuant to the Contract.

Please refer to Seasonal Workers Community Engagement Policy for implementation of Seasonal Workers Conditions and length of stay.

TENDER RESPONSE

CONTRACT NO: 2909_2016-17_QTB_20

FOR: Caretaker of Mundubbera Seasonal Workers Campsite

PART 3

LOCATION OF JOB: Mundubbera Seasonal Workers Campsite, 3 Seligmann Avenue, Mundubbera QLD 4626.

CONTRACT APPOINTMENT: The Contractor is appointed as the Caretaker of Mundubbera Seasonal Workers Campsite for a duration of two (2) years with the option to extend for a further two (2) years.

WORKING HOURS: as required.

PART 3 - COMPANY OR INDIVIDUAL DETAILS (To be completed by Tenderer)

I/We, the undersigned, do hereby Tender to perform the services as described in the specifications, the written statements and completed schedules.

Individual Name/Trading Name / Company Name / Partnership (Please Print)

Dated this _____ day of _____ 20_____

Full Name of Tenderer: _____

Signature of Tenderer: _____

Contact Name: _____ Position: _____

Address of Registered Office (Qld) / Principal Place of Business:

Residential Address: _____

Postal Address: _____

Telephone (Business): _____ (Mobile): _____

Facsimile: _____

E-mail Address: _____

ABN: _____

Contractor's Primary Licence Number (e.g. Car, Boat Licence, etc.): _____

Full Name on Licence: _____

Expiry Date: _____ Type/Class: _____

IF A COMPANY OR PARTNERSHIP

FULL NAME POSTAL ADDRESS OF ALL DIRECTORS / PARTNERS

Surname	Christian Name(s)	Residential Address	Postal Address

INSURANCES (Copies of Certificates will be required from the successful Tenderer)

Public and Products Liability Insurance

Insurer: _____

Policy Number: _____

Limit of Protection: _____

Expiry Date: _____

Queensland Workers Compensation (if applicable)

Insurer: _____

Policy Number: _____

Expiry Date: _____

Workers Compensation Reference Number: _____

CAPABILITIES AND EXPERIENCE

Please supply the following information regarding similar Caravan Park Caretaker contracts that you have previously undertaken:

Company	Dates	Position	Departing reason

REFEREES

Employer	Contact Name	Contact No	Position/Work Relationship

Do you agree to have references contacted in relation to this application? Yes/No

Reference checks will be conducted legally in an ethical manner and all information derived will remain confidential

EXPERIENCE/QUALIFICATIONS

Please enclose details of any certificates of competency relevant to this contract?

Certificates attached: **Yes/No**

WORKPLACE HEALTH AND SAFETY

Does the company have any outstanding infringement notices issued by the Department of Workplace Health and Safety? **Yes/No**

If Yes provide or attach details

Has the company ever been convicted of a WH&S offence? **Yes/No**

If Yes provide or attach details

CARETAKER SPECIFICATIONS

The table below identifies the skills, knowledge, qualities and qualifications the Caretaker will need to possess and/ or demonstrate to comply with the Scope of Works (2.2).

All applicants are required to submit a statement outlining their relevant skills and experience by addressing these specifications.

	Essential	Desirable
Qualifications/ Certificates	Current First Aid Certificate and CPR . Current 'C' Class Drivers Licence. Current Police Clearance.	Certificate III in Parks and Gardens or similar/ higher Certificate IV in Holiday Parks and Resorts or higher
Experience	Previous practical experience in Caravan Park operations or the Hospitality/ Accommodation Industry considered advantageous.	Management of a Caravan Park of a similar size or Hospitality/Accommodation Industry.
Skills & Knowledge	The Caretaker should have the knowledge and ability to: Deliver a strong customer focus utilizing a high level of interpersonal and communication skill; Prioritise and develop a routine maintenance work plan; Perform general accounting practices and meet financial reporting requirements; Data entry and word processing skills, and proficient in the use of Microsoft Office Suite and experience with small business accounting software; Understand the basic principles of site management; Safe work procedures and practices in accordance with Work Health and Safety requirements; 'Hands-on' ability to perform general park/ facility maintenance by undertaking general labouring duties including manual handling, and operating a variety of hand held power tools; Use innovative work practices and identify ways to continue to	In addition, the Caretaker might also have knowledge and understanding of: Be aware of and conform with North Burnett Regional Council local laws, and State Government regulations and legislation in relation to the operation of the Park; Ability to develop innovative and strategic tourism marketing solutions; 'Trade' knowledge and skills to carry out repairs and make improvements; Assess the quality of others' work, and support and advise where necessary; anticipate and reduce risk where possible; Devise a suitable record-keeping system for monitoring expenditure and stock levels; Develop more efficient and cost-effective ways of working;

	develop the position; Work hours required as a Caretaker of Mundubbera Seasonal Workers Campsite (afterhours work required); Deal with emergencies and problems in a positive and systematic manner; Maintain high standards of conduct and comply with all relevant rules and requirements; Enforce conditions, rules and regulations of campsite occupancy	
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All applicants are required to submit a statement outlining their relevant skills and experience by addressing the above Caretaker Specifications.

TENDERING PRICE

All prices for the 'Contractor' offered under this Request shall be a caretaker cost calculated and paid monthly for the term of the Contract.

Tendered prices **must be valued between \$3500.00 and \$4000.00 per month excluding Goods and Services Tax (GST).**

The Mundubbera Seasonal Workers Campsite has a shut down period from November to February yearly. This is included in the terms of the contract and no contractual payments will be received during this time (as per contracted agreement).

The successful Tenderer will be required to provide a GST inclusive invoice to the Principal for caretaker services each month for the term of the Contract.

Please complete the Schedule – for the Caretaker of Mundubbera Seasonal Workers Campsite must be valued between \$3500.00 and \$4000.00 per month, in accordance with the Conditions, Specifications and Scope of Works required by this Tender.

Item Description	Yearly/Monthly/Fortnightly Cost (ex GST)	GST Component	Price Schedule (inc GST)
Caretaker of Mundubbera Seasonal Workers Campsite	valued between \$3500.00 and \$4000.00 per month		

To assist in analysis of the Tenders, please submit supporting documentation, such as employee curriculum vitae's, certified copies of relevant certificates, industry code, etc that may support the Tender assessment.

Where the Principal is considering removing Tenderer from the Prequalified Register, based on performance review, it will first undertake discussion with the Tenderer to provide an opportunity for improvement in performance.

COMMENCEMENT DATE: 15th MAY 2017

IF DIFFERENT TO 15th MAY 2017: _____

DELIVERY OF SCOPE OF WORKS OPTIONS

Please provide delivery of Scope of Works options: Eg: Off site management and how this is going to be managed. Alternative delivery methods for consideration.

ADDITIONAL INFORMATION

Please provide any other information that you may identify as being relevant to this application:

DECLARATION

Any offer for Tender will be based on the information in your written application and during the assessment process. In the event of this information being false or misleading your contract may be terminated. Failure to complete this form and the Tender documents in its entirety may result in non-acceptance of your application.

I declare that the information I have provided in this application is true and correct.

Signature of Applicant: _____ Date: _____

Name: _____

APPLICANT CHECKLIST

<input type="checkbox"/> Professional Indemnity Insurance Certificate of Currency/ or evidence/statement to obtain <input type="checkbox"/> Public Liability Insurance Certificate of Currency/or evidence/statement to obtain <input type="checkbox"/> Workers Compensation Number (if applicable) <input type="checkbox"/> ABN <input type="checkbox"/> Current First Aid Certificate <input type="checkbox"/> Current 'C' Class Drivers Licence <input type="checkbox"/> Current Police Clearance <input type="checkbox"/> Current Working With Children Clearance/Blue card
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Tender Contract Number 2909_2016-17_QTB_20

for

Caretaker for Mundubbera Seasonal Workers Campsite

Tenderers Signature: _____

Name of Tenderer: _____

Date Offered: _____ / _____ / 20____

Witness

Witness Signature: _____

Name of Witness: _____

Date: _____ / _____ / 20____