**CONDITIONS FOR SHUTTLE AND ASSOCIATED SERVICES** **AT NANNUP TANK 7 MOUNTAIN BIKE PARK**



**CONDITIONS FOR SUBMISSION**

**Request For Proposal Closing Date 4:00 pm (WST) Thursday 8 September 2022**

For more information please contact Nicole Botica on:

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## 

Contents

[1](#_Toc108431267)

[1.1 Definitions 3](#_Toc108431268)

[1.2 Compliance Criteria 3](#_Toc108431269)

[2 General Conditions of Contract 3](#_Toc108431270)

[*2.1* Service Levels 3](#_Toc108431271)

[2.2 Insurances 4](#_Toc108431272)

[2.3 Period of Contract and Termination 4](#_Toc108431273)

[3 Special Conditions of Contract 4](#_Toc108431274)

[3.1 Advertisements and Promotions on Site 4](#_Toc108431275)

[3.2 Publicity 5](#_Toc108431276)

[3.3 Smoking at Tank 7 Mountain Bike Park 5](#_Toc108431277)

[3.4 Contractor’s Representative 5](#_Toc108431278)

[3.5 Traffic Movements 5](#_Toc108431279)

[3.5.1 Guests Amenities 5](#_Toc108431280)

[3.5.2 Safety Management Plan 5](#_Toc108431281)

[3.5.3 Induction Training 5](#_Toc108431282)

[3.5.4 Nannup Tank 7 Mountain Bike Park Site and Public Security 6](#_Toc108431283)

[3.5.5 Goods and Services Tax (GST) 6](#_Toc108431284)

[4 Respondent’s Offer - Request for Proposal 7](#_Toc108431285)

[4.1 Offer Form 7](#_Toc108431286)

[5 Selection Criteria 8](#_Toc108431287)

[5.1.1 Compliance Criteria 8](#_Toc108431288)

[5.1.2 Qualitative Criteria 10](#_Toc108431289)

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| **Part 1, 2** | **READ AND KEEP THIS PART** |

## Definitions

Below is a summary of some of the important defined terms used in this Request:

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| **Contractor:** | Means the person or persons, corporation or corporations who’s Response is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations. |
| **Deadline:** | The Deadline shown on the front cover of this Request for lodgement of your Submission. |
| **General Conditions of Contract:** | The General Conditions of Contract for the Provision of Services nominated in **Part 2 and 3**. |
| **Offer:** | Your Offer to be selected to supply the Services. |
| **Principal:** | Chief Executive Officer, Shire of Nannup |
| **Project Manager:** | Project Officer, Shire of Nannup |
| **Response:** | Completed Offer, Request for Proposal. |
| **Requirement:** | The Services requested by the Principal. |
| **Request or RFP:** | This document. |
| **Site:** | Nannup Tank 7 Mountain Bike Park |

## Compliance Criteria

These criteria are detailed within **Part 5**of this document and will not be point scored. Each Response 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 Submission from consideration.

# General Conditions of Contract

## Service Levels

1. Reporting requirements.

The contractor is to complete the Shire of Nannup login and log out procedure each time their shuttle and/or associated services are operating at Nannup Tank 7 Mountain Bike Park.

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| **Part 2, 3** | **READ AND KEEP THIS PART** |

1. Written feedback

Provision of qualitative written feedback to the Shire of Nannup on services offered measured by the assessment of visitor feedback on the operation that includes some or all of the following: the perceived value for money, standard of services, number of clients across each month and rider experience at Tank 7 Mountain Bike Park. Feedback is aggregated for each month

1. All shuttle operators must hold a current Department of Biodiversity, Conservation and Attractions (DBCA) commercial operator licence.

## Insurances

**Public Liability** – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

**Workers’ Compensation or Personal Accident Insurance Cover** – All employees in Australia must be insured by their employer for Workers’ Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

## Period of Contract and Termination

**Period Contract**

The Contract will be in force for the period of (2) two years with an option of a (2) extension. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal’s satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

# Special Conditions of Contract

## Advertisements and Promotions on Site

The Contractor may erect on the Site or permit to be erected on site only those signs:

1. required by law;
2. specified in the Contract documents; and

The Contractor shall not erect on site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Project Manager.

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| **Part 3** | **READ AND KEEP THIS PART** |

## Publicity

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

All publicity promoting the service delivery at the Site must acknowledge the Shire of Nannup, Nannup Tank 7 Mountain Bike Park and the Experience Nannup App. Any promotional material used to publicise the service must have written approved by the Principle. A breach of this condition could undermine the contract with a formal warning.

## Smoking at Tank 7 Mountain Bike Park

The Contractor shall at all times ensure that all visitors on the Nannup Tank 7 Mountain Bike Park comply with the Tank 7 Mountain Bike Park be a non-smoking area.

## Contractor’s Representative

The Contractor’s Representative shall have sufficient command of the English language and to be able to read, converse and receive instructions in English.

## Traffic Movements

Contractors will require to have an operational UHF radio for traffic management with other operator’s onsite. The roads are narrow and the listed speed is maximum 40 kmph.

### Guests Amenities

There are no toilets onsite, nor drinking water. Both are available in Nannup at the Marinko Tomas Memorial Park, the Town Hall and the Foreshore Park.

Wash down facilities (free) for mountain bikes is available at the Foreshore Park.

### Safety Management Plan

The Contractor shall, implement and maintain a "Risk Management Plan".

The Contractor shall prepare the Risk Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the service/s, the Contractor shall supply to the Project Manager in writing, its Risk Management Plan.

### Induction Training

Employees of the Contractor shall not commence work on the Site until they have been inducted.

Upon commencement of work at Nannup Tank 7 Mountain Bike Park, the Contractor shall further induct each employee with regard to all significant hazards associated with their operations.

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| **Part 3** | **READ AND KEEP THIS PART** |

### Nannup Tank 7 Mountain Bike Park Site and Public Security

Notwithstanding the Contractors’ obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all vehicles to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site in private vehicles.

The Contractor will be issued with a key for access to the gates onsite. All gates upon entry are to be locked after passage. A key bond will be levied.

The key is not to be copied, given to any other individual/company/business. Vehicle access is for the Contractors vehicle/s only in the carrying out the agreed operations with the Shire of Nannup.

### Goods and Services Tax (GST)

For the purposes of this clause:

1. *“GST” means goods and services tax applicable to any taxable supplies as determined under the GST Act.*
2. *“GST Act” means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.*
3. *“Supply” and “taxable supply” have the same meanings as in the GST Act.*

Where the Requirement’s, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Contractor shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the RFP, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each RFP.

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| **Part 4** | **COMPLETE AND RETURN THIS PART** |

# Respondent’s Offer - Request for Proposal

## Offer Form

The Chief Executive Officer

*Shire of Nannup*

*15 Adams Street* WA 6275

I/We (Registered Entity Name):

(BLOCK LETTERS)

of:

(REGISTERED STREET ADDRESS)

ABN ACN (if any)

Telephone No: Facsimile No:

E-mail:

**In response to Request for Proposal (RFP)**:

1/We agree that I am/We are bound by, and will comply with this RFP and its associated schedules, attachments, all in accordance with the Conditions contained in this RFP signed and completed.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Response irrespective of its outcome.

Dated this day of 20

Signature of authorised signatory of Respondent:

Name of authorised signatory (BLOCK LETTERS):

Position:

Telephone Number:

Authorised signatory Postal address:

Email Address:

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| **Part 5** | **COMPLETE AND RETURN THIS PART** |

# Selection Criteria

### Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

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| **Description of Compliance Criteria** |  |
| 1. Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFP including completion of the RFP in the format required by the Principal. | Yes / No |
| 1. Respondents are to provide their   Licences, Insurances etc. | Yes / No |
| 1. Compliance with the Specification contained in the Request. | Yes / No |
| 1. Compliance with attendance at any mandatory briefing or site inspection. | Yes / No |
| 1. Compliance with the Operating period of the contract | Yes / No |
| 1. Risk Assessment   Respondents must address the following information in an attachment and label it **“Risk Assessment”**:  *i) An outline of your organisational and number of personnel.*  *ii Provide the organisations directors/company/business owners and any other positions held with other organisations.*  *iii) Provide a summary of the number of years your organisation has been in business.*  *iv) Attach details of your referees (3) three referees. Give examples of work provided for your referees where possible.*  *vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.*  *vii) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.*  *viii) Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.*  *ix) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.*  *x) Are you presently able to pay all your debts in full as and when they fall due?*  *xi) Are you currently engaged in litigation as a result of which you may be liable for $50,000 or more? If Yes please provide details.*  *xii) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.*  The insurance requirements for this Request for Quotation are stipulated in Part 2.2 of the RFP. Respondents are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If a Respondent holds “umbrella Insurance”, please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within *7* days of acceptance. | Yes / No  Yes / No  Yes / No  Yes / No  Yes / No  Yes / No  Yes / No  Yes / No  Yes / No |
| 1. DBCA Commercial Licence   All shuttle operators must hold a current DBCA Commercial Operators licence.  If No, do you intend to obtain a DBCA Commercial Licence?  This is a condition of operating on DBCA Estate. | Yes / No  Yes / No |

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| **Part 5** | **COMPLETE AND RETURN THIS PART** |

### Qualitative Criteria

Before responding to the following Qualitative Criteria, Respondents must note the following:

1. All information relevant to your answers to each criterion are to be contained within your Response;
2. Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
3. Respondents are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
4. Respondents are to address each issue outlined within a Qualitative Criterion.

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| 1. **Relevant Experience**   Describe your experience in supplying similar Requirements. Respondents must, as a minimum, address the following information in an attachment and label it “**Relevant Experience**”: | **Weighting**  **20%** | |
| 1. *Provide details of shuttle and associated work.* 2. *Provide scope of the Respondent’s involvement.* 3. *Demonstrate competency and proven track record.* | **“Relevant Experience”** | **Tick if attached**  **□** |

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| 1. **Key Personnel Skills and Experience**   Respondents should provide as a minimum information of proposed personnel to be allocated to this project, such as: | **Weighting**  **20%** | |
| 1. *Their role in the performance of the Contract.* 2. *Curriculum vitae.* 3. *Qualifications, with particular emphasis on experience of personnel in undertaking shuttle and associated services.* 4. *Any additional information.* | **“Key Personnel”** | **Tick if attached**  **□** |
| Supply any other relevant details in an attachment and label it “**Key Personnel Skills and Experience**”. |

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| **Part 5** | **COMPLETE AND RETURN THIS PART** |

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| 1. **Respondent’s Resources**   Respondents should demonstrate their ability to supply shuttle and associated services for Nannup Tank 7 Mtb Park. | **Weighting**  **20%** | | |
| 1. *Vehicles and equipment.* 2. *UHF radio in the shuttle vehicle/s.* 3. *Any contingency measures or backup of resources including personnel (where applicable).* | **“Respondent’s Resources”** | | **Tick if attached**  **□** |
| As a minimum, Respondents should provide a current commitment schedule in an attachment and label it “**Respondent’s Resources**”. |
| 1. **Demonstrated Understanding**   Respondents should detail the process they intend to use to achieve the Requirements of the Request for Proposal.  Areas you may wish to cover include: | **Weighting**  **20%** | | |
| 1. *A possible schedule/timeline of services.* 2. *The process for the delivery of the Services.* | **“Demonstrated Understanding”** | **Tick if attached**  **□** | |
| Supply details and provide an outline of your proposed methodology in an attachment labelled “**Demonstrated Understanding**”. |

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| **Part 5** | **COMPLETE AND RETURN THIS PART** |

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| 1. **Department of Biodiversity Conservation and Attractions (DBCA) Licence**   Respondents are required to hold a current DBCA commercial licence. The Nannup Tank 7 Mountain Bike Park is managed by the Shire of Nannup and operated on DBCA estate and as such it is a legal requirement an appropriate DBCA commercial licence is held. | **Weighting**  **20%** | |
| 1. Hold a current DBCA Commercial Licence. | **“DBCA Commercial Licence”** | **Tick if attached**  **□** |
| Supply a copy of the current DBCA commercial licence in an attachment labelled “**DBCA Commercial Licence**”. |