



Nannup Visitor Centre Servicing

Request for Expression of Interest

Overview

The Shire of Nannup is seeking Expression of Interest for the provision of Visitor Centre Servicing as described in this Request for Quotation.

Part 1 – Conditions of Responding

1.1	Request Conditions	In submitting an Offer, Respondents are deemed to have read and agreed to the Request Conditions.
1.2	Deadline for Submissions	4:00 pm (AWST) Friday 18 th October 2019
1.3	Contact Person for Enquiries	David Taylor nannup@nannup.wa.ov.au 08 9756 1018
1.4	Lodgment of Submissions	Respondents must lodge their quotes electronically via email to the Contact Persons email address stated in Part 1.3 by the Deadline stipulated in Part 1.2.
1.5	Offer Validity period	Two weeks
1.6	Contract Term	The Contract term will commence on the Start Date (Contract date of Execution) with completion of services as outlined in the Scope of Works (Appendix B).
1.7	Contract Extension Options	The Principal reserves the right and has the sole discretion to extend the Contract Term.
1.8	Price Basis	The Price is fixed for the Term and any extension periods exercised by the Principal.

Part 2 – Specifications

2.1	Scope of Works	See Appendix B
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Part 3 – Conditions of Contract

3.1	General Conditions of Contract	<p>The General Conditions of Contract shall be those set out in Australian Standard 4122-2010 General Conditions of Contract for Applicants, copies of which are available for purchase on the SAI Global website at http://www.saiglobal.com.</p> <p>It is the Respondent's responsibility to ensure they have obtained, read and understood AS4122-2010. The Australian Standard shall be read in conjunction with Annexure Part A and variations to the requirements of the Australian Standard are set out in Annexure Part B. These Annexure can be found at Appendix A in draft form and are to be agreed and finalised during drafting and completion of the final Contract.</p>
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3.2	Purchase Order Terms & Conditions of Purchase	Unless an alternative clause in either the General Conditions of Contract or Special Conditions of Contract apply, the Applicant shall be obliged to comply with the Principal's Purchase Policy and Conditions.
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APPENDIX A

Specifics for Annexure Part A to AS 4122-2010				
Item 1 (Clause 1.1)	The Client (or Principal) is:	The Shire of Nannup PO Box 11 Nannup WA 6275 ABN: 43 038 160 786		
Item 2 (Clause 1.1)	The Applicant is:	"[Applicant's Name]" of [Address] ABN:		
Item 3 (Clause 1.1)	The Contract Documents are:	The Letter of Award; The Contract; These General Conditions of Contract; The Purchase Order Terms and Conditions of Purchase (and the purchase Order); The Applicant's Offer in Response to the Principal's Request (and any alterations thereafter); and The Principal's Request for Expression of Interest (REOI).		
Item 4 (Clause 1.1)	The Scope is:	Outlined in Appendix B of the Request document as the Specification.		
Item 5 (Clause 5.1)	The purpose(s) for which the Services will be suitable are:	Outlined in Appendix B of the Request document as the Specification.		
Item 6 (Clause 6.1)	The Client's (Principal's) representative is:	David Taylor The Shire of Nannup PO Box 11 Nannup WA 6275		
Item 7 (Clause 6.2)	The Applicant's Representative is:	[Name, title] TBA [Address] TBA		
Item 8 (Clause 10.1)	Claims for payment must be made on the following basis:	Lump sum: \$15,000 exclusive of GST per annum Claims for Payment of the above annual sum will be made on the following basis: <table><tr><td>% of total lump sum</td><td>Time for payment claims</td></tr></table>	% of total lump sum	Time for payment claims
% of total lump sum	Time for payment claims			



		25%	Quarterly – after Quarterly Report and Meeting with Shire Representative.								
Item 9 (Clause 10.2)	Disbursements for which the Applicant may claim payment:	Not allowed									
Item 10 (Clause 10.3)	Time to claim payment is no later than:	Seven days after project completion and approval by Principal									
Item 11 (Clause 10.6)	The time for payment is no later than:	30 calendar days after payment claim has been made									
Item 12 (Clause 10.9)	The rate of interest for overdue payment is:	Not used.									
Item 13 (Clause 12.1)	The date or the period after commencement of this Contact, by which the Contract expires is:	TBA									
Item 14 (Clause 12.3 (c))	Other causes of delay for which the Applicant may notify an extension of time:	Not used									
Item 15 (Clause 13.2)	The Approvals to be obtained by the Applicant are:	Not applicable									
Item 16 (Clause 18)	The key personnel are:	<table><tr><th>Name & Title</th><th>Role to be Performed</th></tr><tr><td>TBA</td><td>TBA</td></tr><tr><td>TBA</td><td>TBA</td></tr><tr><td>TBA</td><td>TBA</td></tr></table>		Name & Title	Role to be Performed	TBA	TBA	TBA	TBA	TBA	TBA
Name & Title	Role to be Performed										
TBA	TBA										
TBA	TBA										
TBA	TBA										
Item 17 (Clause 19.2)	Existing conflicts of interest: Disclosure Requirement	To be provided by the Applicant prior to engagement. Failure to do so will result in Default by the Applicant of this									



Item 18 (Clause 21.3)	Copyright and other Intellectual Property Rights, the Alternative that applies is:	All Intellectual Property Rights during and as a result of this Project belong to the Principal.
Item 19 (Clause 21.3 Alternative 2)	List excluded Intellectual Property Rights:	Nil
Item 20 (Clause 21.4 Alternative 2)	The additional amount payable to the Applicant for granting of Intellectual Property Rights to the Client is:	Not Used
Item 21 (Clause 22.1)	Does clause 22 (Moral Rights) apply? If yes, the author is: TBA Name of Applicant	Yes
Item 22 (Clause 23.1)	The following Documents are confidential:	Any information provided by the Client to the Applicant, or any information or document produced by the Applicant for the Client.
Item 23 (Clause 24.4)	Maximum period for which Client may suspend the Services at any one time, after which the Applicant may terminate:	No time limit.
Item 24 (Clause 29.1)	The Applicant's liability is limited to:	Contract price; or For liability arising out of events or circumstances in respect of which insurance proceeds are available under an insurance policy required to be effected by the Applicant under this Contract, the proceeds available under those policies, up to the limits of such insurances as are required by this Contract.
Item 25 (Clause 30.2)	The amount of public liability insurance is:	\$10 million in respect of any one occurrence and for an unlimited number of claims.



Item 26 (Clause 30.4)	The amount of the professional indemnity insurance is:	\$5 million in respect of any one occurrence and for an unlimited number of claims.
Item 27 (Clause 30.4)	The professional indemnity insurance must be maintained for the following period:	The professional indemnity insurance policy and cover shall be maintained until the Applicant completes carrying out the Requirements of the Contract and thereafter for a period of 7 years.
Item 28 (Clause 30.7)	The Client must effect the following insurances and maintain them for the following periods:	<p>As per items 25 to 27; and</p> <p>Workers' Compensation Insurance - The Applicant shall ensure that it has adequate Worker's Compensation Insurance to cover the liabilities accepted by it under this Contract and for the period of this Contract, and shall provide written evidence of this to the Principal with their Tender. The insurance will adequately protect the Applicant and the Principal in respect of liability for payment of compensation to any Employee of the Applicant or of a Subcontractor/Applicant of the Applicant under the Workers' Compensation and Injury Act 1981 or at Common Law of no less than \$50,000,000. The Workers' Compensation Insurance policy and cover shall be maintained until the Applicant completes carrying out the Requirements of the Contract and thereafter for a period of 36 months.</p> <p>In the event that the Applicant is a sole trader and no workers compensation policy is in place, the Applicant must insure against the loss of income and illness by the purchase of income protection or salary continuance policy.</p>
Item 29 (Clause 33.1)	The address for the service of notices is:	<p>The Client:</p> <p>Chief Executive Officer The Shire of Nannup PO Box 11 Nannup WA 6275</p> <p>The Applicant:</p> <p>[Insert before Contract execution]</p>



Item 30 (Clause 35)	The law governing this Contract is:	Western Australia
Item 31	Has this Contract been amended from its original form?	Yes – see Annexure B



ANNEXURE B

Nannup Visitor Centre Servicing

The Shire of Nannup is seeking Expressions of Interest for the provision of Visitor Centre Servicing located in Nannup.

Expressions of Interest due by 4:00 pm Friday 18th of October 2019

Financial Details

Annual Payment	\$15,000 excluding GST Paid quarterly in arrears subject to satisfactory completion of Quarterly Report (requested detailed later in this document)
Term	3 years – Fixed Term
Expiry Date	TBA – will be 3 years after Contract Signing
CPI	Adjusted annual for CPI based on the March quarterly figures

Requirements

Opening Hours	7 days a week, all days of the year except Christmas Day, Boxing Day, Good Friday and other days through prior approval from the Shire.
Promotion	Displaying all promotional material developed by the Shire of Nannup and Southern Forests Blackwood Valley Tourism Association. It is important to note that this does not stop the provider from having brochure racking space. Attending appropriate tourism meetings and associated relevant committees/groups that support tourism within Nannup.
Representation	All tourism businesses in the Shire of Nannup will be promoted and represented fairly and equally. Prioritise promotion of tourism operators in the Shire of Nannup.
SFBVTA	Maintain a positive working relationship with the SFBVTA. If a membership model is present, there may be the possibility of future costs relating to the SFBVTA. For example, there is currently a proposed Marketing Levy of \$50 per member for Regional Promotion (not yet finalised).

Providers List	Maintain an up to date list of tourism providers in Nannup – accommodation, tours, shops, and so on.
Independent Feedback	Display the independent feedback forms/devices in a prominent position so customers can provide their feedback on their service experience and their tourism experience in Nannup. This is hoping to identify any tourism gaps in Nannup tourism.

Exclusions from this Contract

Purchasing of marketing material for Shire driven initiatives.

Selection Criteria

Location	The location of the building whereby the services will be located.
Space	Please provide a design, layout and description of the layout.
Visitor Services	Please provide a detailed description of the services that you guarantee to provide to Visitors.
Business Plan	A 3 – year Business Plan is to be developed incorporating the above visitor services. Please provide cost detail breakdown.
Experience	Please provide details of your personal experience or business experience in delivering Visitor Centre Servicing.
Formal Credentials	Please provide details of any formal credentials or accreditations that your person or business has in delivering Visitor Centre Servicing.
Opening Hours	Please detailed daily opening hours.

Key Performance Indicators

It is required that a Quarterly Report be prepared for the

1. At minimum, a quarterly meeting with the Shire of Nannup representatives to go through the Quarterly Report as detailed below;
2. Delivery of Quarterly Report, including but not limited too;
 - a. Number of Visitations (needs justification or independent verification tool)
 - i. Local
 - ii. Regional
 - iii. State
 - iv. Interstate
 - v. International
 - vi. Activities tourists are undertaking
 - b. Promotion of all visitor activities, businesses and services in Shire of Nannup.
 - i. Which business and what aspect was promoted.

- ii. Any limitations to businesses in town
 - c. Delivery of maintained service tourism provider list.
 - d. Detailed list of any complaints that have been received.
 - e. Details of initiatives undertaken (separate to your ordinary business operations) that has been undertaken to promote Nannup tourism.
3. At the Shire of Nannup's discretion, Mystery Shopper Appraisal's may be performed without prior notification.

Termination of Contract

The Visitor Servicing Contract may be terminated after agreement between both parties. Notification of intent to terminate should be made in writing to the other party with a Minimum 90-day notice period.

This Contract will automatically terminate at the expiry date

Please Note: The Shire of Nannup reserves the right to not accept any submitted expression of interest.