



MOUNT BARKER
DISTRICT COUNCIL

**REQUEST FOR EXPRESSIONS OF INTEREST
FOR TRADES CONTRACTOR PANEL**

REOI NO: 2019.008

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1. INVITATION FOR EXPRESSIONS OF INTEREST

Mount Barker District Council (the **Council**) invites Expressions of Interest from Trades Contractors wishing to be included in Council's Trades Panel (Panel) as a pre-qualified Contractor.

Use of Contractors on the Panel will give Council the security that it is dealing with appropriately licensed Contractors who are accredited or committed to relevant standards, have proven knowledge of Work Health & Safety and Environmental Management and are appropriately licensed and insured.

At this time of inviting Expressions of Interest, Contractors qualified and experienced in the following work categories are required:

- a. General building;
- b. Asbestos removal;
- c. Fencing;
- d. Painting;
- e. Air conditioning maintenance;
- f. Plumbing;
- g. Electrical;
- h. Handyman;
- i. Tiling;
- j. Roof repairs;
- k. Metal Fabrication;
- l. Pipe Fabrication;
- m. Demolition;
- n. Locksmith.

Council may at any time include other work categories at its discretion.

The current panel arrangement will expire 1 December 2022 with an option to extend for one additional period of two (2) years

Information required is detailed in the response schedules.

2. BASIS OF ENGAGEMENT

2.1 Panel Arrangement

The Contractor acknowledges that the Council will establish the Panel for the supply of the Services.

2.2 Standing Offer Arrangement

2.2.1 The Council may place an order for the Services at any time during the Term.

2.2.2 The Council will not be obliged to request any or any minimum number of Services from the Contractor under this agreement.

2.2.3 The arrangements contemplated by this panel arrangement are not an exclusive arrangement and the Council may, at its discretion, engage other Contractors to provide the Services.

2.2.4 Engagement will generally be on the terms and conditions set out on Council's purchase order. Alternative terms and conditions may be negotiated if appropriate for specific Services.

2.3 No Guarantee of Engagement

The Council and the Contractor mutually acknowledge and agree that the inclusion of the Contractor on the Panel for the provision of the Services will not guarantee that the Contractor will be engaged by the Council to provide the Services to the Council during the Term.

2.4 VendorPanel

Future Invitations to successful Contractors on the panel will generally be issued by Council on the VendorPanel platform for quotations other than those deemed to emergency Services.

Contractors must register with VendorPanel to receive invitations to provide quotations or tenders and further information on this will be provided to successful Trades Contractors

3. CONDITIONS OF REQUEST FOR EXPRESSIONS OF INTEREST PROCESS

3.1 REOI Documents

The REOI Documents are comprised of:

- 3.1.1 this REOI; and
- 3.1.2 the Expression of Interest Response Schedules.

3.2 Content of Expressions of Interest

- 3.2.1 Contractors are required to complete the Expressions of Interest Response Schedules and submit them to the Council.
- 3.2.2 Contractors can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Expressions of Interest.

3.3 Electronic Lodgement of Expressions of Interest

- 3.3.1 Expressions of Interest must be lodged electronically via email to tenders@mountbarker.sa.gov.au
- 3.3.2 Expressions of Interest should be contained within one (1) electronic file and named **2019.008 XXX EXPRESSION OF INTEREST** where XXX is the Contractor's name.
- 3.3.3 Contractors warrant that they have taken all reasonable steps to ensure that their Expressions of Interest are free of viruses or any other matter which would cause harm to the Council's website or systems.
- 3.3.4 If Contractors have any problem uploading their Expression of Interest, they must contact the Council's Nominated email address.
- 3.3.5 An Expression of Interest is deemed to have been lodged by the Contractor when the Expression of Interest has been received by Council's Server.

4. COMMUNICATION BETWEEN PARTIES

4.1 Enquiries or requests for information or clarification

- 4.1.1 Any enquiries or requests for information or clarification regarding this REOI or the REOI Documents must be made in writing and addressed to the Nominated Contact Person.

The Nominated Email: tenders@mountbarker.sa.gov.au

- 4.1.2 No statement made by any representative of the Council should be construed as modifying this REOI or any of the REOI Documents, unless confirmed in writing by the Nominated Contact Person.

4.2 **Contractor's contact person**

4.2.1 Contractors are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this REOI (**Contractor's Representative**).

4.2.2 All communication with the Contractor will be via the Contractor's Representative.

4.3 **Contractor not to solicit the Council and its employees**

The Contractor and its representatives must not interfere or attempt to interview or to discuss its Expression of Interest with Councillors or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Expression of Interest submitted by a Contractor which contravenes this clause.

4.4 **Evidence of registration or licensing**

Each Contractor must (if applicable) be licensed or registered to perform the Services.

4.5 **Conflict of interest**

Contractors must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Contractor is successful. If any conflict or potential conflict exists, the Contractor must advise how it proposes to address this.

4.6 **Use of Sub-Contractors**

Where a Contractor proposes to use resources from organisations other than the Contractor itself, substantial information relating to the contractual arrangements for such resources will be required from successful respondents prior to each individual engagement.

4.7 **Ombudsman Act**

Contractors are made aware that the *Ombudsman Act 1972* (SA) has been amended so that the definition of "administrative act" under that Act includes an act done in the performance of functions under a contract for Services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Contractor must ensure compliance with all obligations arising under that Act and any other applicable legislation.

4.8 **Freedom of Information**

Contractors should be aware that the *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including contracts entered into by the Council, except for those contracts or

provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

4.9 Collusion

The Contractor must not collude with any other Contractors or potential Contractors.

4.10 Contractor's confidential information

4.10.1 Subject to clauses 4.8 and 10, the Council will treat as confidential all Expressions of Interest submitted by Contractors in connection with this REOI.

4.10.2 The Council will not be taken to have breached any obligation to keep information provided by Contractors confidential to the extent that the information:

4.10.2.1 is disclosed by the Council to its advisers, officers, employees or Sub-Contractors solely in order to conduct the REOI process or to prepare and manage any resultant agreement;

4.10.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the REOI process;

4.10.2.3 is disclosed by the Council to the responsible Minister;

4.10.2.4 is authorised or required by law to be disclosed; or

4.10.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

5. ACKNOWLEDGEMENT BY CONTRACTORS

Each Contractor acknowledges that the Council:

5.1 makes no representations and offers no undertakings in issuing this REOI or the REOI Documents;

5.2 is not bound to proceed to a tender or select tender process or to execute a contract with any party in respect of the Services;

5.3 may require one or more Contractors (but is not obliged to require all) to supply further information and/or attend a conference or interview;

5.4 may require one or more Contractors (but is not obliged to require all) to make presentation(s);

5.5 may undertake 'due diligence' checks on any Contractor, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks;

- 5.6 will not be responsible for any costs or expenses incurred by the Contractor arising in any way from the preparation and submission of its Expression of Interest;
- 5.7 accepts no responsibility for a Contractor misunderstanding or failing to respond correctly to this REOI;
- 5.8 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of an Expression of Interest or prior to the signing of any contract for the Services or otherwise; and
- 5.9 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the REOI Documents or this REOI, but will be bound only by written advice furnished by the Nominated Contact Person.

6. COUNCIL'S RIGHTS

The Council reserves the right to:

- 6.1 amend, vary, supplement or terminate this REOI at any time;
- 6.2 accept or reject any Expression of Interest;
- 6.3 vary the REOI timing and process;
- 6.4 postpone or abandon this REOI;
- 6.5 include the Contractors' names in Council reports and make them public.

7. EXPRESSIONS OF INTEREST EVALUATION

7.1 Criteria

In assessing the Expressions of Interest, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 7.1.1 Contractor's experience and organisation structure;
- 7.1.2 Current licencing and demonstration on the maintenance of employee licences and tickets. e.g. online database, spreadsheet or similar;
- 7.1.3 Current Insurances eg public liability/vehicles, plant & equipment etc;
- 7.1.4 Current Return to WorkSA registration (if applicable);
- 7.1.5 Reference checks;
- 7.1.6 Schedule of rates;
- 7.1.7 Agreement to register with VendorPanel;
- 7.1.8 WHS management eg JSA, SWMS etc;

7.1.9 Any other such other matters that Council considers relevant.

7.2 Debriefing of Contractors

If requested, Contractors may be debriefed against the Council's evaluation criteria. Contractors will not be provided with information concerning other Contractors, apart from publicly available information. No comparison with other Expressions of Interest will be made.

8. ACCEPTANCE OF EXPRESSION OF INTEREST

Each Contractor acknowledges and agrees that all intellectual property created by the successful Contractor arising out of the provision of the Services belongs to the Council, and the successful Contractor must do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Services.

9. NO LEGAL REQUIREMENT

The issue of this REOI or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Services from the Contractors.

10. GOVERNING LAW

10.1 This REOI is governed by the law in South Australia.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

11. ICAC AND PUBLIC INTEREST DISCLOSURE ACT

Contractors acknowledge that if they enter into a contract with the Council they will be considered to be Public Officers for the purposes of the Independent Commissioner Against Corruption Act, 2012 (SA) (ICAC Act) and the Public Interest Disclosure Act will be obliged to comply with the ICAC Act and the directions and guidelines issued pursuant to the ICAC Act and the Public Interest Disclosure Act.

EXPRESSION OF INTEREST RESPONSE SCHEDULES