

REQUEST FOR TENDER

**Request for Tender
(RFT):**

Management and Promotion of Cossack Historical
Town Site

Deadline:

2pm, Wednesday, April 5 2017

Address for Delivery:

Tenders are to be lodged electronically at:

www.tenderlink.com/karratha

*FACSIMILE, EMAIL, MAIL OR HAND DELIVERD
TENDERS WILL NOT BE ACCEPTED*

RFT Number:

30-16/17

Table of Contents

1	Conditions of Tendering.....	6
1.1	Definitions.....	6
1.2	Tender Documents	7
1.3	How to Prepare Your Tender	7
1.4	Contact Persons	7
1.5	Request for Clarification.....	7
1.6	Tender Briefing/Site Inspection	8
1.7	Lodgement of Tenders and Delivery Method	8
1.7.1	Form of Lodgement	8
1.7.2	Addressing Submission	9
1.7.3	Content of Submissions.....	10
1.7.4	Tender Checklist.....	10
1.8	Rejection of Tenders.....	10
1.9	Acceptance of Tenders	11
1.10	Disclosure of Contract Information	11
1.11	Tender Validity Period.....	11
1.12	Precedence of Documents.....	11
1.13	Alternative Tenders.....	11
1.14	Tenderers to Inform Themselves	12
1.15	Alterations.....	12
1.16	Risk Assessment	12
1.17	Evaluation Process	13
1.18	Selection Criteria	13
1.18.1	Compliance Criteria	14
1.18.2	Qualitative Criteria	14
1.19	Regional Price Preference	14
1.20	Price Basis.....	14
1.21	Ownership of Tenders.....	15
1.22	Canvassing of Officials	15
1.23	Identity of the Tenderer.....	15
1.24	Costs of Tendering	15
1.25	Tender Opening.....	15
1.26	In House Tenders	16
1.27	Execution of Formal Instrument of Agreement	16
2	Specification	17
2.1	Contract Requirements in Brief	17
2.2	Background Information.....	17

Table of Contents

2.3	Scope of Work	18
2.4	Term	19
2.5	Part 1 - Specific Requirements of Contract	19
2.5.1	Town Site Management	19
2.5.2	Museum Operations	20
2.5.3	Accommodation Management	20
2.5.4	Kiosk Management	21
2.5.5	Other Facility Management	21
2.5.6	Cleaning and Maintenance	22
2.5.7	Service schedule	24
2.5.8	Grounds Maintenance.....	25
2.5.9	Outgoings	25
2.5.10	Waste management.....	25
2.5.11	Event Management.....	26
2.5.12	Cossack Residence	26
2.6	Part 2 - Specific Requirements of Contract	27
2.6.1	Product and / or Experience Development.....	27
2.7	Reporting, Monitoring and Evaluation	27
2.8	City of Karratha Responsibilities	28
2.9	Timetable.....	29
3	General Conditions of Contract	30
3.1	Insurances	30
3.2	Occupational Health and Safety.....	30
3.3	Record Keeping Requirements	31
3.3.1	Records Format	31
3.3.2	Access to Records.....	31
3.3.3	Records Storage and Handling	32
3.3.4	Reporting	32
3.3.5	Authorised Disposal of Records.....	32
3.3.6	Return of Records on Completion of Contract.....	32
3.3.7	Record Particulars	32
3.4	Independent Financial Assessment	33
3.5	Statutory Permit and Approval Fees	33
4	Special Conditions of Contract.....	34
4.1	Disability Access and Inclusion Plan	34
4.2	Cyclone Preparation	34
5	Tenderer's Offer	36

Table of Contents

5.1	Form of Tender	36
5.2	Selection Criteria	37
5.2.1	Compliance Criteria	37
5.2.2	Qualitative Criteria	40
5.3	Price Information.....	41
5.3.1	Price Basis.....	41
5.3.2	Price Schedule	41
6	Appendices	44
6.1	CG-11 Regional Price Preference Policy	44
6.2	General Occupational Health & Safety Rules for Contractors	44
6.3	Cossack Financials – Last 5 Years	45
6.4	Site Map and Information.....	46
6.5	Cossack Visioning Study (2015)	46

1 CONDITIONS OF TENDERING

1.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract provided or nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Means the City of Karratha.
Regional Tenderer:	Is a supplier that has been operating a business continuously out of premises within the City of Karratha for at least six (6) months and submits a tender for the supply of goods and/or services.
Request OR RFT OR Request for Tender:	This document.
Requirement:	The services requested by the Principal, as detailed in the Specification.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms provided in Part 4.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected, as detailed in Part 2.
Tender OR Submission:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has, or intends to submit an Offer to the Principal.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Specification and/or plans/drawings (*read and keep this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*]
- Part 4 – Special Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer's Offer (*complete and return this part*).
- Part 6 – Appendix (*read and keep this part*)

This Request for Tender does not contain a copy of any Australian Standard contracts that may be referenced throughout. It is the responsibility of the tenderer to source this information.

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 5) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than those listed below:

Name:	<i>Tony Wear</i>
Telephone:	<i>0437901822</i>
Email:	<i>anthony.wear@karratha.wa.gov.au</i>

1.5 Request for Clarification

All requests for clarification regarding this Request are to be in writing and be submitted via the City of Karratha Tenderlink online forum under this Tender notice. The Principal will review each request

for clarification and will respond by posting an answer on the online forum or alternatively by issuing an Addendum.

Requests for clarification regarding this Request must be posted on the Tenderlink online forum prior to *15 March 2017*. No clarification requests will be accepted after this date.

1.6 Tender Briefing/Site Inspection

Tenderers are requested to attend a Site Inspection on Friday 3 March 2017 at 9.00am.

Attendance at this meeting is not mandatory.

The location of the meeting is Cossack Historic Town site – Caretakers Accommodation.

The Site Inspection will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

Please confirm with the contact person, Tony Wear, 0437901822, your attendance at this meeting no later than Wednesday 1 March 2017.

1.7 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The deadline for this Request is 2pm. Wednesday 5 April 2017 Australian Western Standard Time (AWST).

To obtain a copy of the Request for Tender documents, Tenderers are required to register their details via the City of Karratha's Tenderlink Portal at www.tenderlink.com/karratha.

Note: Tenderers must have downloaded the Request for Tender documents from Tenderlink in the first instance, in order to upload their Tender.

1.7.1 Form of Lodgement

ALL TENDERS are required to be lodged electronically, via the City of Karratha's Tenderlink Portal at www.tenderlink.com/karratha.

When lodging a Tender via the City of Karratha's Tenderlink Portal, the following conditions apply:

- a) Tenderers must ensure that their Tender is received electronically prior to the Request deadline, under Tender notice RFT 30-16/17 *Management and Promotion of Cossack Historical Town site*. Tenders that are not lodged in Tenderlink under this Tender notice, may be excluded from evaluation.
- b) The Principal is not able to provide Tenderlink technical support and takes no responsibility for difficulties or technical issues experienced by the Tenderer whilst uploading their Tender.

If the Tenderer requires assistance with using the Tenderlink website, please use the online help tools available on the Tenderlink Dashboard or alternatively contact the Tenderlink.com Help Desk on 1800 233 533 or via email at support@tenderlink.com.

- c) Tenderers should ensure they have allocated a sufficient amount of time in order to upload their Tender to Tenderlink and resolve any potential technical issues prior to the Request deadline. Tenderlink provides an indicative guide regarding how much time should be allowed by the Tenderer for the Tender upload process, which can be found in the online supplier manual '[Responding to an eRFx notice](#)'.
- d) Tenderers acknowledge that they have taken reasonable steps to ensure that electronic files are free of viruses, worms or any other malicious features that could affect the City of Karratha Tenderlink Portal and/or the Principal's computing environment.
- e) Tenders that do not finish uploading to Tenderlink prior to the Tender deadline, will not be accepted for evaluation.
- f) Tenderers must ensure that when the Tender is uploaded to Tenderlink it is in the name of the authorised signatory, as recorded on the Form of Tender in *Section 5.1*.
- g) The Principal will not be liable for any costs, losses, damages or expenses incurred by Tenderers, if for any reason, a Tender or any material or communication relevant to this Request is not received on time, is corrupted, altered, not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

No late tenders will be accepted. Tenders submitted by facsimile, email, mail, hand delivered, telephone or by any other method other than the City of Karratha Tenderlink Portal, WILL NOT be accepted for evaluation.

1.7.2 Addressing Submission

All electronic Tender submissions are to be uploaded to Tenderlink using the following format for the name of the file:

RFT 30-16/17

The cover page of the Tender submission is to be clearly named using the following format:

RFT 30-16/17

Management and Promotion of Cossack Historical Town Site

'Company name'

1.7.3 Content of Submissions

Tenderers must ensure that they meet the following requirements, when uploading their Tender submission to Tenderlink:

- (a) One (1) copy of their Tender submission in a format readable by Microsoft Office 2013 or Adobe PDF.

The Tender must be presented in the format as detailed in *Section 1.7.4*, it must include an index and the pages must be numbered consecutively.

Any brochures or pamphlets are to be included in the electronic copy of the Tender submission.

1.7.4 Tender Checklist

Tenderers are to compile their Tender in the order as detailed below. Tenders that do not comply with the following order may be excluded for evaluation.

1	<i>Cover Page</i>	
2	<i>Index</i>	
3	<i>Form of Tender (section 5.1)</i>	
4	<i>Compliance Criteria (section 5.2.1)</i>	
5	<i>Risk Assessment (section 5.2.1)</i>	
6	<i>Regional Price Preference (section 5.2.1)</i>	
7	<i>Insurance Coverage (section 5.2.1)</i>	
8	<i>Qualitative Criteria (section 5.2.2)</i>	
9	<i>Price Basis (section 5.3.1)</i>	
10	<i>Price Schedule(s) (section 5.3.2)</i>	
11	<i>Additional supporting documentation</i>	

1.8 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.9 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.10 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer or be advised that no Tender was accepted.

Section 17, Part 4 of the *Local Government (Functions and General) Regulations 1996* (the “Regulations”) requires that the Principal maintains a Tender Register. The Tender Register will include the name (including contact name) and address of each Tenderer who’s Tender has been opened. This information is available to the public. By submitting a Tender, the Tenderer acknowledges and agrees to this requirement.

1.11 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.12 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in *the General Conditions of Contract, as amended or added to by the Special Conditions*, the terms and conditions appearing in this Request will have precedence.

1.13 Alternative Tenders

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract, must in all cases be clearly marked “**Alternative Tender**”.

The Principal may in its absolute discretion, reject any Alternative Tender as invalid.

Any printed “General Conditions of Contract” shown on the reverse of a Tenderer’s letter or quotation form will not be binding on the Principal in the event of a Contract being awarded.

1.14 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.15 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.16 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right

to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.17 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.18 Selection Criteria

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a

greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.18.1 Compliance Criteria

These criteria are detailed within [Part 5] of this document and 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.

1.18.2 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within [Part 5] of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.19 Regional Price Preference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the *Local Government (Functions and General) Regulations 1996* and the Principal's CG-11 Regional Price Preference Policy.

To qualify for the preference, Tenderers must verify that they are a 'Regional Tenderer' as defined in the Principal's Regional Price Preference Policy. A Regional Tenderer must have been continuously operating within the City of Karratha for a period of no less than six (6) months, prior to the Tender deadline. The six-month period will be calculated from the Tender deadline.

A copy of the Policy is attached in Part 6 of this Request.

1.20 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking, removal of packing boxes and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

Tenderers must complete any price schedule that has been requested by the Principal in full and in the required format. Unless otherwise stated, the content in the price schedule/s must not be altered in any way by the Tenderer and each field within the schedule/s must be completed. If a Tenderer fails to complete all of the required fields in a price schedule, which results in the Tendered price not being the actual contract delivery price, the Tender may be eliminated from the evaluation process.

1.21 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.22 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Councillors or Council Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.23 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5.1 and whose execution appears on the Offer Form in [Part 5] of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.24 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer, regardless of the outcome of the Tender.

1.25 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at the City of Karratha, Welcome Road, Karratha, WA, 6714.

1.26 In House Tenders

The Principal does not intend to submit an In House Tender.

1.27 Execution of Formal Instrument of Agreement

After acceptance of a Tender, the successful Tenderer shall execute within seven (7) days of receiving it from the Principal, the Formal Instrument of Agreement.

2 SPECIFICATION

2.1 Contract Requirements in Brief

The Tenderer will, under the direction of the Principal, be required to manage the operations of the Cossack Historical Town site and develop and promote Tourism products and services suitable for the precinct and broader region.

A full statement of the goods/services required under the proposed contract appears in Section 2.3 of this Request.

2.2 Background Information

Located approximately 50km from Karratha and half way between Roebourne and Point Samson, Cossack was originally established as the North West's main shipping port and named 'Tien Tsin', after the boat which carried the first settlers to the region in 1863. The township was renamed after the warship 'Cossack' following a visit from Governor Weld in 1871.

Since it was declared a historical town in 1979 the main buildings have been restored, with the existing facilities (shown in section 6.4) and consisting of:

Name	Address	Lot No.
Customs House & Bond Store	Pearl St & The Strand	442
Post and Telegraph Office/Bakery	Pearl Street	124
Police Barracks, Cook House & Lock Up	Pearl Street	126
Galbraith Store	Pearl St West	444
School House	Fraser Street	168
Public Toilets x 2 (1 male & 1 female)	Pearl Street	442
Outside store rooms	Pearl Street	442
Outside Store Rooms x 3	Pearl Street	442
Land Backed Wharf	Cossack Road	446
European & Asian Cemeteries	Settlers Beach Road	422 & 423
Settler's Beach	Settlers Beach Road	N/A
Reader Head Lookout & Car Park	Reader Head Road	N/A
Jarman Island Lighthouse & Quarters	Jarman Island	N/A

In 1996 the (then) Shire of Roebourne entered into a 21-year lease agreement to manage the historic town of Cossack and Jarman Island, with the Heritage Council of WA. This lease agreement is due to expire on 30 June 2017.

The City is currently liaising with the State Government and the Heritage Council of WA to secure permanent land tenure and ownership of all facilities at Cossack. The successful tenderer will enter into a contract with the City either as owner or lessee of the Cossack site dependent upon the prevailing land tenure arrangements at the time of execution.

To date, the management of the Cossack Historical Town Site has been undertaken by Caretakers directly employed by the City. Current Cossack staff are contracted until August 2017, at which time their employment will cease following an appropriate handover period to the successful tenderer.

The City of Karratha now invites Tenders from a suitably qualified Tenderer for the operational management of the Cossack Historical Town Site and the development and delivery of Tourism products and experiences, suitable for the precinct and the broader region.

It is important to note that the current physical infrastructure provision (power and water supply) is operating at capacity. Tenderers will be required to manage their operations within the current capacity. Investigations into power and water supply upgrades have been undertaken and are at this stage cost prohibitive. This matter will be revisited following the resolution of land tenure and infrastructure ownership and with due consideration of the Cossack Visioning Study (refer section 6.6). In the short term the successful tenderer may not have the opportunity to further develop the physical infrastructure of the Cossack Historical Town Site.

2.3 Scope of Work

The scope of work related to the management of the Cossack Historical Town Site is divided into two parts:

Part 1 Core services to manage and maintain the precinct.

The core services will include, but are not limited to the following activities:

- Routine and operational maintenance and cleaning of the precinct
- Management of Cossack accommodation and facility bookings
- Facilitation and assistance with the staging of City run events held at Cossack.

Part 2 Additional services to service, promote and showcase the precinct and the broader region.

Additional activities and services and the promotion and showcasing of the precinct and the broader region can be offered at the discretion of the tenderer and these must be outlined in the tender proposal, noting that:

- The contractor will have access to the kiosk facilities on site. The hours of operation and scope of goods for sale at the kiosk will be at the contractor's discretion. The plan for operations of the kiosk must be outlined in the tender.
- The promotion and marketing of the Cossack Historic Town site, its existing amenities and accommodation options is the responsibility of the contractor. (Note that all revenues generated by the accommodation and other facility bookings and are to be retained by the contractor except for the events listed in Section 2.5.5 of this Request).
- Development and delivery of suitable Tourism products and / or experiences within the precinct or the broader region is encouraged and should be detailed in the tender proposal.

2.4 Term

The Term shall be for an initial period of three (3) years with a (2) year option subject to resolution of Land Tenure negotiations and / or Heritage Council Management agreements. This may be a combination of a lease and / or service level agreement

2.5 Part 1 - Specific Requirements of Contract

The primary aim of Part 1 of this tender is to ensure the existing infrastructure is presented in the best possible condition.

2.5.1 Town Site Management

The general intent of Part 1 of the contract is to ensure that Cossack is presented in the best possible manner for use and enjoyment by residents and visitors. This entails:

- Surveillance over buildings, services and facilities, ensuring they are presented and maintained in a suitable and safe condition for access, use or viewing.
- Inspecting the entire site at both the beginning and the end of the day to ensure all visitors are behaving in an appropriate manner and adhering to all Site rules.
- Liaising with City of Karratha Ranger Services regarding possible infringements from visitors.
- Liaising with the City of Karratha Building Maintenance Services to ensure major repairs and preventative and conservation maintenance works are carried out at appropriate times.
- Attending to the cleaning of public facilities and general precincts as per the cleaning schedule in section 2.5.7

- Litter Control throughout the precinct including cleaning and servicing of receptacles and litter picking of the entire Cossack Town Site.
- Ensuring all promotional material is current and sufficiently stocked for access by visitors and the general public
- Ensuring that directional and information signage is legible and well maintained.

Currently the Cossack Historical Town Site is closed to the public from Dec 20th – March 1st each year. This is due to the prevailing climate and the risk of cyclonic conditions. This period of public closure may, at the tenderer's discretion, remain in place, however the tenderer will be required to provide a permanent on site presence and continue to manage and maintain the site during this period.

2.5.2 Museum Operations

Ensure the museum building is maintained in a clean and tidy condition for viewing by the general public including.

- Open the Museum daily, not later than 9.00am and close and secure the building each evening, not earlier than 5.00pm.
- Clean the museum at least once each day and carry out routine inspections and spot cleans as required during busy periods.
- Provide assistance in the presentation of the Museum displays following requests from the City of Karratha Library Services.

2.5.3 Accommodation Management

The accommodation at the Cossack Historical Town Site comprises of the following:

- 3 x double bedrooms, with communal kitchen, dining area, shower, toilet and laundry facilities.
- 1 x Family quarters comprising of 2 double bedrooms, with shower and toilet facilities. Dining area and laundry facilities are communal to the other accommodation.

The tenderer is required to service the entire accommodation, by attending to:

- Management of bookings, with an emphasis on the provision of excellent customer service and satisfaction.
- Preparing and cleaning rooms including laundry of linen and remaking of beds;
- Cleaning and sweeping of verandas and ablutionary facilities;

- Maintaining communal kitchen and equipment in a clean and serviceable condition.
- Collection of fees and charges from patrons
- Marketing and promotion of the available accommodation and additional products, services and experiences on offer within the precinct.

Note:

- Any fees and charges collected from the accommodation are to be retained as income for the contractor. Proposed fees must be submitted to the City of Karratha for approval on an annual basis.

As an indication of potential earnings, the table below shows the accommodation and income data for all accommodation for the last four financial years.

Month	12/13	13/14	14/15	15/16
Accommodation Income	\$ 35,320	\$ 33,313	\$ 29,974	\$ 18,278

2.5.4 Kiosk Management

The Tenderer will have access to the kiosk facilities on site, although it is at the tenderer's discretion as to what services will be offered from this facility.

- Any proposed operations of the kiosk must be detailed in the tender and subsequently approved by the City of Karratha.
- All income generated from any operations of the kiosk facility will be retained by the contractor.
- The City of Karratha has not run a kiosk facility in recent years and no income figures are available.
- Existing Kiosk equipment, that is the property of the City of Karratha, shall be available to the tenderer in an as is condition. The City will not repair or replace any of these items. An itemised inventory will be produced prior to signing of any contract.

2.5.5 Other Facility Management

Service the booking of all other facilities, including, but not limited to:

- ♦ Customs House/Bond Store
- ♦ Post and Telegraph Office/Bakery

♦ Galbraith Store

- Fees and charges must be submitted to the City of Karratha for approval on an annual basis.
- Administer the marketing and promotion of the available facilities for hire.
- Assist with the staging of the City of Karratha's events program scheduled for Cossack including but not limited to the Cossack Art Award and Cossack Family Day. This shall require particular attention to township presentation and maintenance, assistance with site access and set-up and post event cleaning and maintenance as required to ensure the site is immediately ready for public viewing and access.

All income generated (Excluding events Listed below) from any bookings of Town site facilities will retained by the contractor. All external (Non City of Karratha) bookings which have been confirmed at the date of commencement of this agreement, must be honoured with the Terms and Conditions as agreed with the City of Karratha. All income (including pre-paid) shall be given to the Contractor for these bookings.

Events that are excluded from hire fees are listed as follows.

- All bookings, events and hire space booked as a part of the COK Cossack Art Awards Program
- All bookings, events and hire space booked as a part of the COK Cossack Family Day Program
- All bookings, events and hire space booked as a part of the COK VAST Program

Details of these events shall be supplied prior to signing of any contract.

2.5.6 Cleaning and Maintenance

The contractor shall be responsible for the routine cleaning and reactive minor maintenance to ensure the buildings and the precinct in general are presented in the best possible manner.

The contractor shall undertake all necessary cleaning and minor maintenance works to present a safe and functional site for visitor enjoyment. Minor maintenance shall include, but not be limited to, items such as:

- Replacement of light bulbs

- Refitting or repair of damaged fixtures and fittings
- Repair of damaged flyscreens
- Replacement of tap washer and toilet fittings when fittings are dripping or running
- Minor touch up paint work
- Minor irrigation repairs
- Water Pipeline repairs from Meter at Entrance to property.

Preventative, conservation and major maintenance items where specific compliance requirements must be met shall be undertaken by the City, however it is a requirement that the Contractor will nominate a competent handyman capable of carrying out routine and reactive maintenance works without reference to the City.

The contractor shall advise the City of any maintenance works required as a result of fair wear and tear, vandalism or accident that are beyond their capacity in terms of skill level, equipment availability or qualification / certification. The City shall attend to these items on an as required basis and will schedule preventative and conservation maintenance works in liaison with the contractor.

It is the responsibility of the contractor to either carry out or arrange for minor maintenance to ensure the precinct is presented in a fully operational and attractive condition at all reasonable times, material supply lead times and repair process delays accepted. The tenderer shall describe in the tender submission the capability and experience of their nominee associated with maintenance of historic, hospitality and accommodation infrastructure.

Responsibility for structural repairs (and future infrastructure improvements) shall rest with the City. The status quo of 'care and maintenance' of the town and Jarman Island will prevail until tenure and ownership matters are resolved and a long term master plan is adopted. There are no plans for infrastructure improvements in the short to immediate term, noting that any new or significant structural deterioration will be addressed as required.

The contractor shall keep the City apprised of any structural damage or change to general condition of the infrastructure and amenities.

The City has prepared the Cossack Visioning Study in 2015 (refer item 6.5 promoting a variety of development and redevelopment options for the Cossack Historic Town site. This vision remains fluid and subject to more detailed investigations and ultimately Council approval, but it does offer an indication of what may be developed in the future.

No aspect of the vision can be implemented until land tenure and infrastructure ownership transfers are completed. It is anticipated that whilst these matters will be addressed within the term of the tender contract, it is more likely that redevelopment and enhancement works will occur in a subsequent term, subject to a separate tender.

Part 2 READ AND KEEP THIS PART

D= Daily W= Weekly M= Monthly A= Annually AS = As required

2.5.7 Service schedule

SERVICE SCHEDULE This schedule is intended to be used as a guide. Factors influencing resource allocation include peak public periods (Arts awards etc), weather events (Storms / Cyclones etc). The Tenderer is required to keep all grounds and buildings in good repair and shall allocate sufficient resources on a priority basis. A degree of flexibility and initiative is required.	Dusting all surfaces and cleaning of sinks, tables, cabinets and benchtops	Sweeping and mopping or vacuuming all floors	Tidying and replacement of loose items	Waste disposal	Linen refreshment and laundry of soiled linen (including linen renewal as required)	Toilet paper, soap and hand towel replenishment (including supply)	Essential maintenance repairs and replacements (including supply of equipment and materials)	Check working order of all electrical and safety equipment.	Inspect and chlorinate water supply, (chlorine to be supplied by the City)	Check signage condition	Report major damage or maintenance items to the City	Inspect door, window, shutter and any moving parts of buildings for wear and adjust where necessary.	Inspect roads, car parking and manoeuvring areas for damage and effect temporary repairs as necessary	Inspect for damp occurrence and take remedial action if dampness is found.	All stonework and brickwork surfaces or base fabric to be examined for deterioration	Grounds Maintenance: Watering, weeding, fertilising, top dressing, mowing, garden tending, litter picking	Waste Management
· Accommodation Rooms	D	D	D	D	D		D	M		M	D	M	M	M	A	D	D
· Customs House/Bond Store	D	D	W	W		D	W	M		M	D	M	M	M	A	D	D
· Post and Telegraph Office/Bakery	D	D	W	W			W	M		M	D	M	M	M	A	D	W
· Police Barracks, Cook House and Lock Up	D	D	W	W			W	M		M	D	M	M	M	A	D	W
· Galbraith Store	D	D	W	W			W	M		M	D	M	M	M	A	D	W
· Court House	D	D	W	W			W	M		M	D	M	M	M	A	D	W
· School House	D	D	W	W			W	M		M	D	M	M	M	A	D	W
· Public Toilets	D	D	W	W		D	W	M		M	D	M	M	M	A	D	W
· Outside Store Rooms	D	D	W	W			W	M		M	D	M	M	M	A	D	W
· Cossack Wharf			W	W			W			M	D		M		A	D	W
· Reader Head Lookout and car park			W	W			W			M	D		M			D	W
· Water Tank and pipeline							W	M	D	M	D		M			D	W
· European and Asian Cemeteries							W			M	D		M			D	W
· Settler's Beach			W	W			W			M	D		M			D	W
· Jarman Island and Quarters							AR			AR	D		M		A	AR	AR

Post extreme weather (cyclonic) event

Thoroughly inspect all premises and remnant buildings to ensure safety and stability is preserved. Remove any debris and present the precinct in a manner suitable for public access and enjoyment. Isolate and advise the City of any building or remnant building that has sustained structural damage that presents a safety hazard and will require structural repair.

2.5.8 Grounds Maintenance

The contractor is to maintain the lawn and landscaped areas around the buildings. This maintenance includes, but is not limited to, the following:

- Watering the lawn areas at approved times.
- Tend and replant where necessary all landscaping immediately around the buildings.
- Mowing, top dressing and fertilising of lawn areas as required.
- Monitor and repair irrigation systems as required.
- Weed eradication.
- Litter picking and removal from the precinct

2.5.9 Outgoings

Costs for any outgoing, including water, electricity and communications costs shall in the first instance be paid by the City of Karratha with actual costs passed on to the Tenderer on a full consumption basis.

2.5.10 Waste management

The contractor shall maintain all bins, keeping them safe, secure, clean and well serviced, noting that:

- The City of Karratha Waste Management Services is responsible for bin collection.
- Bin collection is every Monday and Friday morning.
- All bins on site must be made accessible to Waste Management Services, including the possible relocation of bins to allow Waste services to collect.
- All bins must be returned and secured to their original location on Monday and Friday morning immediately after the waste collection.

Part 2 READ AND KEEP THIS PART

		Run	P = Park & Public Place Bin F = Council Facility	No of Bin	Frequency/ week	Total No. of Services per week	Collection Day
Cossack	Settlers Beach - Area bins	KR3	P	2	1	2	Mon
Cossack	Settlers Beach - Area bins	KR3	P	2	1	2	Fri
Cossack	Readers Head Lookout	KR3	P	1	1	1	Mon
Cossack	Readers Head Lookout	KR3	P	1	1	1	Fri
Cossack	Shelter at the base of lookout	KR3	P	1	1	1	Mon
Cossack	Shelter at the base of lookout	KR3	P	1	1	1	Fri
Cossack	Cemetary	KR3	P	2	1	2	Mon
Cossack	Cemetary	KR3	P	2	1	2	Fri
Cossack	Caretakers House/Accommodation Quarters	KR3	F	3	1	3	Mon
Cossack	Caretakers House/Accommodation Quarters	KR3	F	3	1	3	Fri
Cossack	Wharf	KR3	P	4	1	4	Mon
Cossack	Wharf	KR3	P	4	1	4	Fri
Total Bin Services						26	

2.5.11 Event Management

The Cossack Historical Town site will be made available exclusively to the City of Karratha and free of charge for the following events:

- Cossack Art Awards – an annual 6-week event from June – August. As part of the event an artist will reside on site in one of the accommodation rooms for the full period of 6 weeks, free of charge (Exact dates TBC by City of Karratha).
- Cossack Family Day – An annual full weekend event on one weekend in July (Exact date TBC by City of Karratha)
- All existing bookings at date of commencement of this agreement must be honoured. Terms and conditions of the existing bookings will be detailed at this time.

2.5.12 Cossack Residence

The contractor (or their appointed nominee) will be required to reside on site, in fully furnished air conditioned accommodation comprising of:

- One Double Bedroom
- Sitting Room
- Kitchen
- Office
- Shower/Toilet
- Outdoor Sitting Area
- Laundry Facilities
- Storage Shed

It is the Tenderer's responsibility to maintain this residence to the same standards as the rest of the accommodation on site.

2.6 Part 2 - Specific Requirements of Contract

Part 2 of the tender is to encourage visitation and utilisation of the site and to encourage the provision of tourism experiences associated with the current levels of amenity and new programs and services proposed by the tenderer.

2.6.1 Product and / or Experience Development

Part 2 of this tender encourages contractors to assist in the marketing and promotion of the Cossack Historic Town Site and the precinct. In the first instance a strong marketing campaign will encourage visitors to take up the back packers accommodation which is revenue to the contractor.

It is also noted that Cossack could potentially become a higher level tourism destination and support diversification of the regional economy.

The town is currently used as an access point to the river and ocean for local fishing and crabbing, for hosting civic and private functions and as a tourist attraction offering low-key site seeing and back packer style tourist accommodation. Many of Cossack's buildings are National Trust listed.

The City of Karratha' vision is to become 'Australia's most liveable regional city' with Cossack serving as a highlight experience.

Accordingly, the delivery of new visitor experiences that encourage the use and enjoyment of the Cossack Historic Town site should contribute to the Council's ambition and reflect the vision for the precinct.

Tenderers seeking to promote the precinct and the broader region and deliver new products or experiences should articulate the scope, scale, nature and frequency of the product service delivery together with projected capital set-up costs, operating costs, fees and charges and forecast patron or service numbers.

This information will remain commercial in confidence.

Opportunities for consideration that have previously been flagged include those shown in the table below. They should not be seen as approved or favoured in any way and are merely offered to provoke thought and stimulate entrepreneurial thinking.

Camping (self-contained)	Art and craft workshops (and lessons)
Glamping (self-contained)	Art and craft camps (live in)
Caravanning (self-contained)	Gallery
Boat hire	Café and restaurant
Canoe hire (and lessons)	Fishing charters
Stand up paddle board hire (and lessons)	Site tours and story telling
Kite surfing hire (and lessons)	Historic and archaeological tours

2.7 Reporting, Monitoring and Evaluation

Reporting

- The contractor will be required to submit a quarterly Financial Statement of the Cossack Historical Town Site to the City of Karratha.

- In addition to the quarterly financial statement, the contractor will be responsible for providing an annual report to the City of Karratha, which will at a minimum include:
 - ♦ Executive Summary
 - ♦ Financial Statement
 - ♦ Accommodation and Facility Bookings Data
 - ♦ Product and service patronage and financial operations data
- This report must be submitted to the City of Karratha by COB 30 August each year, presenting a report on the previous Financial Year.

Inspections

- The City of Karratha will, at a minimum, hold bi-monthly inspections of the entire Cossack Historical Town Site, inclusive of all facilities.
- The tenderer will be given a minimum of 24 hours before any site inspection.

2.8 City of Karratha Responsibilities

As principal, the City of Karratha shall retain responsibility for the following areas:

- Major Capital Works to facilities located within the Cossack Historic Town site.
- These works may be defined as preservation, conservation and structural repairs, programmed maintenance and reactive maintenance of a major or technical nature with certification or compliance requirements. It does not include day to day maintenance and minor repairs which are to be undertaken by the contractor.
- Insurance of all buildings and structures?
- Supply of Power and Water to the precinct as existing.
- Regular Ranger patrols (min weekly) and response service to issue infringements
- Enforcement of local laws
- Regular Water Testing by City Health Officers
- Regular Food Premises testing by City Health Officers
- Regular maintenance inspections (over and above that required by the contractor)
- Maintenance of fire breaks installed, and hazard reduction burns as required.

2.9 Timetable

Tender Advertised	Saturday 4 March 2017
Tender Period	Saturday 4 March – Wednesday 5 April 2017
Tender Closes	Wednesday 5 April 2017 - 2:00pm AWST
Tender Assessment and Clarifications	Wednesday 19 April
Tender awarded / Appointment of Contractor	Wednesday 26 April
Distribution of Contract Documents	Wednesday 10 May
Handover period	1 June – 30 June 2017
Commence Operations	1 July 2017
Cease Operations	30 June 2020

3 GENERAL CONDITIONS OF CONTRACT

3.1 Insurances

The Tenderer is required to have the following insurance and minimal level of cover:

Insurance Type	Insured Amount
Public Liability	\$20,000,000 any one occurrence.
Product Liability	\$20,000,000 any one occurrence and in the aggregate.
Workers' Compensation	The Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law to a limit of not less than \$50,000,000.
Comprehensive Motor Vehicle and Third Party	Comprehensive Motor Vehicle and Third Party Liability for no less than \$30,000,000 any one occurrence.
Professional Indemnity (as and when required)	\$5,000,000 any one claim and in the aggregate.

3.2 Occupational Health and Safety

Every Contractor and their subcontractors must follow Council guidelines, policies and procedures when on Council premises and/ or worksites.

The Contractor is to read and sign the Principal's General Occupational Health and Safety Rules for Contractors and provide the original document to the Principal, prior to the Contractor, their employees or subcontractors being granted access to Council premises and/ or worksites.

The Principal's General Occupational Health and Safety Rules for Contractors is included as an attachment to this request. Compliance with the Principal's General Occupational Health and Safety Rules for Contractors is a precondition to permission, to work on Council premises and/ or work sites. The City of Karratha recommends that Contractors use this document in inducting their own employees and subcontractors.

The Contractor is to prepare a Job Safety Work method for all activities to be undertaken, including all persons undertaking works that require relevant qualifications and certifications in accordance

with Australian Occupational Health and Safety provisions in advance of entering the work site/s e.g. working at heights, confined spaces, electrical fit out etc.

The Contractor is to supply the City of Karratha with a copy of the Contractors Occupational Health and Safety Procedure and Policy for their business operation, and this shall be supplied before any works can be undertaken.

Monitoring of compliance with the above mentioned plans will be conducted both at meetings and regularly throughout the project. Auditing will be conducted at key stages of the project. Non-compliance will be highlighted and corrective action will be required. Where the Contractor or their service provider fails to conduct appropriate corrective action within the required time frame, legal advice will be sought for redress.

3.3 Record Keeping Requirements

The Contractor must create and maintain records, as detailed in [section 3.3.7], in compliance with State Records Commission Standard 1 'Government Record Keeping'.

This includes records generated using electronic technologies, such as e-mail.

Ownership and proprietary interest of records created and/or collected by the contractor under this contract is vested in the City of Karratha.

3.3.1 Records Format

The Contractor must ensure that records of Cossack Historic Town site, if created and maintained in electronic format, are kept in a standard format that can be easily migrated to the City of Karratha's systems. In this case, the acceptable formats are:

- a) *Microsoft word, excel, outlook or Adobe PDF files*

3.3.2 Access to Records

The City of Karratha retains the right to access all records detailed in [section 3.3.7] while in the custody of the Contractor, within 7 Days of written request. Such requests will be in the support of; monitoring compliance with this contract; pertinent local government legislative controls; general information resource for the City of Karratha; or to meet Freedom of Information legislative requirements.

The Contractor must ensure that confidential information and other official records are not shown to third parties without prior written consent of the City of Karratha.

3.3.3 Records Storage and Handling

The Contractor must ensure that records relevant to, or created in the course of this contract, are held in a stable and secure environment, in line with industry best practices.

Standard for the Storage of Archival Records available at:

<http://naa.gov.au/records-management/publications/standard-for-storage/>

3.3.4 Reporting

A report containing copies of records that document how the Cossack Historic Town site is being provided, is to be forwarded to the City of Karratha as detailed in [section 3.3.7] for the life of the contract.

3.3.5 Authorised Disposal of Records

The Contractor is required to retain records of the Cossack Historic Town site in accordance with the State Records Office of Western Australia - General Disposal Authority for Local Government RD 2010046 available at:

<http://www.sro.wa.gov.au/state-recordkeeping/disposal-state-records#gda>

The Contractor is not permitted to destroy any records detailed in [section 3.3.7] without prior written authorisation from the City of Karratha.

3.3.6 Return of Records on Completion of Contract

The Contractor will return all records as detailed in [section 3.3.7] of the Cossack Historic Town site created in the performance of this contract to the City of Karratha at the completion or early termination of the contract, in the format specified in section 3.3.1 of this clause.

3.3.7 Record Particulars

The following is a list of records that must be created, retained and returned to the City of Karratha by the successful Tenderer.

Record Description	Return Period
Progress and Data Reports	Part 1: <ul style="list-style-type: none">• Quarterly financial stats• Quarterly Accommodation numbers• Annual maintenance report including expenditure breakdown• Annual Report of organisation

Part 2:

- Annual promotional spend including details of mediums used and financial breakdown

3.4 Independent Financial Assessment

The Contractor warrants that it is financially viable and has the financial capacity to provide the service for which they are contracted and to otherwise meet their obligations under this Contract.

Upon request, the Contractor must provide to the Principal all such information as the Principal reasonably requires to satisfy itself that the Contractor continues to be financially viable. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality.

For this assessment to be completed, a representative from the nominated agent may contact the Contractor concerning the financial information that the Contractor is required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing the Contractor and will be treated as strictly confidential subject to the Principal's obligations at law. The Contractor is required to cooperate with the independent financial assessor during the conduct of financial assessment.

3.5 Statutory Permit and Approval Fees

Fees related to applications and/or for permits levied under State and Federal Legislation are to be allowed for by the Contractor in determining the Contract Price and to be paid by the Contractor when they are due.

Fees for applications and/or for permits levied by the City of Karratha will be allowed for and paid by the Principal.

4 SPECIAL CONDITIONS OF CONTRACT

4.1 Disability Access and Inclusion Plan

Disability Access and Inclusion Plan (DAIP)

If the Contract involves the supply of Services to the public, then the successful Contractor will:

- a) to the extent practicable, implement the Principal's "Disability Access and Inclusion Plan" (available on Council's website) prepared under the *Disability Services Act 1993*; and
- b) on practical completion, provide confirmation to the Principal that the Contract was undertaken in a manner consistent with the Principal's DAIP.

4.2 Cyclone Preparation

The City of Karratha is in a designated "Cyclone Area" pursuant to section 16(1) *Emergency Management Act 2005*.

Consequently, Contractors must:

- a) ensure their site/s are prepared for cyclone season in order to minimise any potential damage that can be caused by cyclonic activity; and
- b) ensure potential hazards do not exist at their site/s by securing all materials, equipment and vehicles, when a cyclone alert is issued.

In the event of a Blue alert, the Principal may undertake an inspection of the Contractors site/s and if the site/s have not been secured in preparation for cyclonic activity, the Principal may issue a "Direction Notice" to the Contractor, specifying measures to prevent or minimise danger to the public or damage to property.

If the Contractor fails to comply with a Direction Notice, it is considered an offence under the City of Karratha's Animal, Environment and Nuisance Local Law 2012 and it could result in an on-the-spot fine. Additionally, Contractors could be prosecuted for more serious breaches under the *Emergency management Act 2005*, with a maximum penalty of \$50,000.

All costs associated with site protection, demobilisation, remobilisation and the protection of materials, equipment and vehicles are the responsibility of the Contractor.

Prior to the commencement of cyclone season, the Contractor is to prepare and submit a Cyclone Management Plan to the Principal for approval.

5 TENDERER'S OFFER

5.1 Form of Tender

The Chief Executive Officer
City of Karratha
Welcome Road
KARRATHA WA 6714

(PLEASE COMPLETE ALL FIELDS USING BLOCK LETTERS)

I/We (Registered Entity Name): _____

Registered Entity Street Address: _____

Registered Entity Postal Address: _____

ABN: _____ ACN (if any): _____

Telephone No: _____ Facsimile No: _____

Email: _____

In response to RFT 30-16/17 Management and Promotion of the Cossack Historical Town site.

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

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing unless extended on mutual agreement between the Principal and the Tenderer in writing.

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

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this: _____ Day of: _____ Year: _____

Name of Authorised Signatory: _____

Signature of Authorised Signatory of Tenderer: _____

Position Title of Authorised Signatory: _____

Telephone No: _____ Facsimile No: _____

Authorised Signatory Email: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

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

DESCRIPTION	SELECT	
a) Compliance with the Conditions of Tendering as per Part 1 of this Request.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
b) Compliance with the Specification contained in the Request.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
c) Completion of the Form of Tender, including the signature of the Authorised Signatory.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
d) Pricing schedules completed in full and submitted in the format requested by the Principal.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
e) Tender compiled in the order as requested by the Principal.	<input type="checkbox"/> YES	<input type="checkbox"/> NO

RISK ASSESSMENT	SELECT	
Tenderers must address the following information in an attachment and label it “Risk Assessment”. Each section must be clearly marked with the relevant title. In the event that the below requested titles are not clearly identifiable, the section may be recorded as non-compliant.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
a) Organisational Profile <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i> <i>Provide a summary of the number of years your organisation has been in business.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
b) Referees <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Part 5 COMPLETE AND RETURN THIS PART

<p>c) Agents</p> <p><i>Are you acting as an agent for another party?</i></p> <p><i>If Yes, attach details (including name and address) of your Principal.</i></p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<p>d) Trusts</p> <p><i>Are you acting as a trustee of a trust?</i></p> <p><i>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.</i></p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<p>e) Subcontractors</p> <p><i>Do you intend to subcontract any of the Requirements?</i></p> <p><i>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.</i></p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<p>f) Conflicts of interest</p> <p><i>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?</i></p> <p><i>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.</i></p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<p>g) Debts</p> <p><i>Are you presently able to pay all your debts in full as and when they fall due?</i></p> <p><i>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.</i></p>	<input type="checkbox"/> YES <input type="checkbox"/> YES	<input type="checkbox"/> NO <input type="checkbox"/> NO
<p>h) Insurance Requirements</p> <p><i>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance, in a format as outlined below or in an attachment labelled "Insurance Coverage". If the Tenderer 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 [insert number] days of acceptance.</i></p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Part 5 COMPLETE AND RETURN THIS PART

--	--	--

REGIONAL PRICE PREFERENCE	SELECT	
<p>Tenderers that intend to claim a regional price preference as detailed within Council's Regional Price Preference Policy must address the following information in an attachment labelled "Regional Price Preference".</p> <p>Note: To qualify for a regional price preference, Tenderers must answer YES to questions 1-4 below. Tenderers who do not address the following information in full or at all will not qualify for a regional price preference.</p>		
1. Does your organisation believe they qualify as a 'Regional Tenderer' for the purpose of seeking a 'Local Preference'?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2. Does your organisation currently operate out of premises within the City of Karratha?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3. Has your organisation operated continuously out of the premises for a period of no less than six (6) months, prior to the tender deadline?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<p>a) Regional Tenderer</p> <p><i>Provide adequate documentation to verify your organisation has operated a business continuously out of premises within the City of Karratha for at least six (6) months such as:</i></p> <ul style="list-style-type: none"> - <i>Lease Agreement in the organisations name; or</i> - <i>Rates Notice of Assessment in the organisations name; or</i> - <i>Other substantiating documentation.</i> <p><i>(Please note the Principal reserves the right to request additional substantiation in order to confirm the organisations status as a Regional Tenderer.)</i></p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

A. RELEVANT EXPERIENCE Tenderers must address the following information in an attachment and label it “ Relevant Experience ”.	Weighting 20%
<i>a) Provide details of previous facility Management, maintenance and cleaning;</i> <i>b) Provide scope of the Tenderer’s involvement in Managing comparable facilities including details of outcomes;</i> <i>c) Demonstrate a proven track record of developing tourism product and / or experience achieving positive outcomes;</i> <i>d) i.e. What have you done previously that is relevant</i>	Tick if attached <input type="checkbox"/>

B. CAPACITY TO PROVIDE SERVICE Tenderers must address the following information in an attachment and label it “ CAPACITY TO PROVIDE SERVICE ”:	Weighting 20%
<i>a) The Tenderer’s role in the performance of the Contract.</i> <i>b) Curriculum vitae of key staff and their role in the delivery of the service, inclusive of membership to any professional or business association, qualifications etc. Include details of annual relief (leave arrangements etc.)</i> <i>c) i.e. .Who is to provide this service / product?</i>	Tick if attached <input type="checkbox"/>

C. METHODOLOGY Tenderers must address the following information in an attachment and label it “METHODOLOGY” .	Weighting 20%
a) <i>Demonstrated understanding of the Scope of Work.</i> b) <i>A project schedule/timeline for delivery of the services / tourism product.</i> c) <i>The process for the delivery of the Goods/Services.</i> d) <i>i.e. What and how is the service / products delivered?</i>	Tick if attached <input type="checkbox"/>

D. Price Tenderers must address the following information in an attachment and label it “Price” .	Weighting 40%
a) <i>Pricing Schedule(s) completed in accordance with the format as requested by the Principle;</i> b) <i>All fields within the Pricing Schedule(s) acknowledged and completed;</i> c) <i>Lump sum value provided.</i> d) <i>i.e. What is the cost in each year of operation.</i>	Tick if attached <input type="checkbox"/>

5.3 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 Price Basis

Are you prepared to offer a fixed price?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------------------	----------------------------------------	---------------------------------------

5.3.2 Price Schedule

Part 5 COMPLETE AND RETURN THIS PART

No	Service Description	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
Part 1: Core Services to manage and maintain precinct				
1	Employment Operations Costs-Cossack			
2	Office Expenses-Cossack Operations			
3	Plant Operating Costs-Cossack			
4	Operating Costs. (Electricity, water, Insurance, levies, other)			
5	Building Maintenance Costs (Services completed by Tenderer) – Does not include City of Karratha maintenance costs			
6	Cossack Grounds Maintenance			
7	Equipment replacement costs			
8	Administration Costs			
9	Signage replacement costs			
10	Other – Please specify			
	Total Part 1:			
Part 2: Additional services to promote and showcase the precinct and broader region.				
1	Café Operating Expenses			
2	Promotion and product Development			
3	Other – Please specify			

Part 5 COMPLETE AND RETURN THIS PART

	Total Part 2:			
	Grand Total			

6 APPENDICES

6.1 CG-11 Regional Price Preference Policy

6.2 General Occupational Health & Safety Rules for Contractors

Appendices 6.1 and 6.2 are available on the City of Karratha's website on the Tenders & Quotes page under Supplier Resources at the following link:

[Supplier Resources](#)

6.3 Cossack Financials – Last 5 Years

Sub-Function Description	COA	Job	Description	2012 13 Actual	2013 14 Actual	2014 15 Actual	2015 16 Actual	2016 17 Budget
Cossack Operations	332000		Employment Costs-Cossack Operations	\$ 184,931.03	\$ 170,548.56	\$184,883.24	\$131,558.98	\$ 170,850.00
	332010		Office Expenses-Cossack Operations	\$ 2,058.53	\$ 474.54	\$575.94	\$30.91	\$ 1,500.00
	332020		Plant Operating Costs-Cossack	\$ 7,846.73	\$ 3,350.29	\$9,201.14	\$10,409.48	\$ 26,906.00
	332030		Cossack Operations					
	332030	633200	Cossack Bond Store-Op Costs	\$ 11,318.03	\$ 14,785.24	\$14,985.96	\$17,630.82	\$ 12,278.00
	332030	633201	Cookhouse-Backpackers Op Costs	\$ 719.15	\$ 991.61	\$641.52	\$641.19	\$ 616.00
	332030	633202	Cookhouse-Office Op Costs	\$ 258.89	\$ 366.31	\$343.67	\$1,124.67	\$ 330.00
	332030		(Formerly Cossack Accom Op Costs)- a/c since removed	\$ 5,461.02				
	332030	633203	Cossack Court House-Op Costs	\$ 6,740.16	\$ 6,566.55	\$6,603.10	\$5,653.57	\$ 5,370.00
	332030	633204	Cossack Customs-T/Room Op Cost	\$ 160.67	\$ 104.24	\$568.40	\$2,332.35	
	332030	633206	Galbraith Store-Op Costs	\$ 3,586.92	\$ 3,144.07	\$2,978.49	\$2,976.95	\$2,860.00
	332030	633207	Garage/Workshop-Op Cost Cossack	\$ 146.11	\$ 247.68	\$2,270.39	\$229.54	\$176.00
	332030	633209	Cossack Goal-Op Costs	\$ 1,869.79	\$ 2,053.89	\$2,041.32	\$2,138.85	\$1,870.00
	332030	633210	Jarman Island Lighthouse-Op Costs	\$ 10,068.08	\$ 9,524.44	\$9,592.38	\$8,930.85	\$8,578.00
	332030	633211	Jarman Island Quarters-Op Cost	\$ 4,287.81	\$ 4,820.56	\$4,570.79	\$4,866.13	\$3,588.00
	332030	633212	Police Barracks Backpackers-Op Cost	\$ 8,791.05	\$ 9,396.86	\$7,971.24	\$7,270.23	\$6,658.00
	332030	633213	Police Barracks Manager-Op Costs	\$ 3,745.83	\$ 5,088.13	\$2,272.81	\$2,333.90	\$2,052.00
	332030	633214	Post & Telegraph Building-Op Costs Cossack	\$ 2,876.59	\$ 3,382.87	\$3,301.25	\$3,299.41	\$3,080.00
	332030	633215	Cossack School House-Op Costs	\$ 1,006.81	\$ 1,231.60	\$1,053.93	\$1,146.84	\$1,012.00
	332030	633216	Cossack Caretakers-Op Costs	\$ 13,100.32	\$ 12,621.51	\$23,692.29	\$33,035.64	\$37,880.00
	332030	633218	Cossack Reader Head Lookout & Shelter-Op Cost	\$ 316.43	\$ 202.98	\$192.45	\$192.36	\$148.00
	332031	633219	Cossack Wharf Shelter-Op Costs	\$ 230.13	\$ 847.99	\$489.32	\$216.85	\$193.00
	332031		Cossack Maintenance Costs					
	332031	633250	Cossack Bond Store-Mtce Costs	\$ 26,077.06	\$ 20,931.73	\$86,120.68	\$16,731.34	\$ 26,480.00
	332031	633251	Cookhouse-Backpackers Mtce Costs	\$ 542.00	\$ -	\$452.30	\$639.08	\$ 1,840.00
	332031	633252	Cookhouse-Office Mtce Costs	\$ 110.00	\$ -	\$73.47	\$50.00	
	332031	633253	Cossack Courthouse-Mtce Costs	\$ 9,347.53	\$ 882.67	\$32,431.72	\$3,511.25	\$ 11,640.00
		633254	Cossack Customs-T/Room Mtce Costs	\$ 8,641.80	\$ 3,481.08	\$1,076.83	\$3,545.45	\$ 400.00
	332031	633255	Customs House-Other Mtce Costs	\$ 7,433.74	\$ -			
	332031	633256	Galbraith Store-Mtce Costs	\$ 1,635.00	\$ -	\$19,174.37	\$1,217.61	\$ 1,100.00
	332031	633259	Cossack Gaol-Mtce Costs	\$ 3,821.81	\$ 200.19	\$5,099.09	\$1,645.45	\$ 2,800.00
	332031	633260	Jarman Island Lighthouse-Mtce Cost	\$ 4,306.00	\$ -	\$1,553.06	\$0.00	
	332031	633262	Police Barracks Backpackers-Mtce Costs	\$ 6,735.83	\$ 3,222.98	\$4,568.35	\$1,061.81	\$ 4,240.00
	332031	633264	Post & Telegraph Building-Mtce Costs Cossack	\$ 1,317.10	\$ 673.69	\$6,513.66	\$219.45	\$ 4,650.00
	332031	633265	Cossack School House-Mtce Cost	\$ 537.15	\$ -	\$6,168.92	\$45.45	\$ 1,140.00
	332032	633266	Cossack Caretakers-Mtce Costs	\$ 7,143.98	\$ 23,153.82	\$21,389.64	\$20,264.06	\$ 3,780.00
	332032		Cossack Grounds Maintenance					
	332040	633230	Cossack Grounds Maintenance	\$1,929.25	\$3,784.81	\$5,288.88	\$5,914.43	\$ 7,342.00
	332060		Equipment Repair & Replacement	\$2,969.94	\$2,580.54	\$1,652.45	\$6,158.64	\$ 3,000.00
	332200		Administration - Cossack	\$96,466.36	\$97,481.63	\$98,346.60	\$72,860.69	\$ 59,988.00
	332201		Cossack Cafe Expenses	\$17,190.53	\$4,312.90	\$3,088.97	\$911.20	
	332203		Cossack Cafe Operating Expenses	\$66,357.27	\$10,701.16	\$3,545.33	\$5,680.48	\$ 3,588.00
	332204		Cossack Museum Expenses	\$ -	\$ 700.60	\$4,000.00	\$895.45	\$ 2,000.00
	332206		Cossack Signage			\$85,966.97	\$796.93	\$ 10,000.00
	332207		Cossack Conservation Works	\$ 11,732.00	\$ -	\$0.00	\$0.00	\$ 4,100.00
	332400		Loss on Sale - Cossack Operations			\$3,621.48	\$0.00	
	332600		Provision for Leave-Cossack Operations	-\$2,918.01	-\$5,387.86	\$4,542.34	-\$3,358.03	
			Depreciation-Cossack Operations	\$ 22,127.04	\$ 102,691.50	\$71,820.98	\$81,075.75	\$ 95,886.00
				\$563,023.46	\$ 519,161.36	\$744,725.72	\$455,886.01	\$ 529,919.00
	332700							
	332710		Cossack - Grant Income	-\$120,000.00	-\$ 120,000.00	-\$120,000.00	-\$120,000.00	-\$120,000.00
	332770		Income - Cossack	-\$ 71,871.61	-\$ 41,263.48	-\$37,792.85	-\$39,510.49	-\$51,000.00
	332905		Sundry Donations & Contributions	-\$ 16,172.30	-\$ 5,597.05	-\$2,678.15	-\$4,461.35	-\$4,960.00
			Proceeds of Sale - Cossack Operations	-\$ 990.00	\$ -			-\$150.00
				-\$209,033.91	-\$ 166,860.53	-\$160,471.00	-\$163,971.84	-\$ 176,110.00
			OPERATING DEFICIT	\$353,989.55	\$ 352,300.83	\$584,254.72	\$291,914.17	\$ 353,809.00
			2014 15 figures include a one - off Signage project (externally funded) and significantly more maintenance due to damage caused by Cyclone Christine					

6.4 Site Map and Information

See attached.

6.5 Cossack Visioning Study (2015)

A Copy of the Cossack Visioning Study is available by contacting Tony Wear at Anthony.wear@karratha.wa.gov.au.