

Request for Expression of Interest (REOI) for

**Leasing of vacant land on Dingley
Dell Road, Port MacDonnell**

REOI No: 26-16.51.3/2

Table of Contents

Page No

Structure of this Request for Expressions of Interest	3
Section A – Background and General Information to Registrants	4
1. Invitation to Expressions of Interest.....	4
2. Background.....	4
Section B – Conditions of Request for Expressions of Interest Process	5
1. Definitions	5
2. Request for Expressions of Interest.....	6
3. Communication between the Parties	8
4. Expression of Interest Preparation	9
5. Expression of Interest Documents.....	11
6. Acknowledgement by Registrants	11
7. Council's Rights.....	12
8. Local Economic Benefit & Social inclusion	12
9. Expression of Interest Evaluation	13
10. Acceptance of Expression of Interest	13
11. No Legal Requirement.....	14
12. Governing Law	14
13. ICAC	14
Section C – Specifications	15
Section D – Expression of Interest Return Schedules	17
Schedule 1 – Expression of Interest Form – Formal Offer	18
Schedule 2 – Registrant's Details.....	19
Schedule 3 – Pricing and Use	20
Schedule 4 - Insurance	21
Schedule 5 – Work Health & Safety and Risk Management	23
Schedule 6 – Environmental Management System and Quality Systems.....	24
Schedule 7 – Local Economic Benefit & Social Inclusion	25
Schedule 8 – Referees.....	26
Schedule 9 – Organisation Structure, Facilities and Resources.....	27
Schedule 10 – Experience.....	29
Schedule 11 – Value Added Services and Improvement & Innovation	30
Schedule 12 – Statement of Conformity	31

Structure of this Request for Expressions of Interest

This REOI is comprised of four (4) sections, being:

1. Section A – Background and General Information to Registrants
2. Section B – Conditions of Request for Expressions of Interest Process
3. Section C – Specifications
4. Section D – Expression of Interest Return Schedules

Section A – Background and General Information to Registrants

1. Invitation to Expressions of Interest

The District Council of Grant (the **Council**) invites Expressions of Interest from Registrants for the leasing of the vacant land identified as Part Sections 817 and 866, Hundred McDonnell (the **Land**) for stock adjustment, grazing and/or associated agricultural purposes (the **leasing services**).

The Registrant shall provide the leasing services in accordance with the Specification contained within Section C.



Figure 1: The Land, as outlined in red – 88.12 hectares

2. Background

The land in question was awarded to a local charity group on a year-by-year lease between 2004-2016. Following a resolution of Council on 18 December 2017 a four-year lease, with four years right of renewal was awarded to a private entity. That lease including all renewals, expired on 28 February 2026.

Special conditions of the previous lease included requirements to annually fertilise the land and replace or undertake significant maintenance on, approximately 300m of fencing, both at the lessee's expense. By resolution of Council, \$10,000 of the annual rent received under the lease was to be distributed for charitable purposes.

Section B – Conditions of Request for Expressions of Interest Process

1. Definitions

In this REOI, the following terms shall, unless inconsistent with the context, have the meanings indicated:

- 1.1 A reference to a **clause** is a reference to a clause of this REOI.
- 1.2 **CITB or CITF Levy** means the requirement under the provisions of the Construction Industry Training Fund Act 1992 (the Act) and the Construction Industry Training Fund regulations 2008.
- 1.3 **Closing Date** means the time and date specified in clause 2.2.1, or such later time and date as may be notified in writing to Registrants by the Council.
- 1.4 **Conforming Expression of Interest** means an Expression of Interest described in clause 5.1. Any area of the REOI which is not compliant must be listed in the Expression of Interest Response – Statement of Conformity.
- 1.5 **Expression of Interest** means an Expression of Interest submitted by a Registrant pursuant to this REOI which meets all of the requirements set out in this REOI.
- 1.6 **Expression of Interest Process** means the process for calling, receiving, and evaluating Expressions of Interest as Proposed in clauses 2.6 and 0 of this REOI.
- 1.7 **Expression of Interest Return Schedules** means the forms attached to Section D of this REOI.
- 1.8 **Existing Conditions** means conditions such as a pandemic, and the Registrant has had regard to the knowledge of existence and impact of the Existing Conditions when entering into this REOI.
- 1.9 **GST** means the Goods and Services Tax payable to the *A New Tax System (Goods and Services Tax) Act 1999*.
- 1.10 **Nominated Contact Person** means the person named in clause 3.1.1
- 1.11 **Non-Conforming Expression of Interest** means an Expression of Interest which does not meet the requirements set out in this REOI and/or the REOI Documents.
- 1.12 **Preferred Registrant** means the Registrant referred to in clause 10.1.
- 1.13 **Registrant's Representative** means the person nominated by a Registrant under clause 3.2.
- 1.14 **REOI** means this Request for Expression of Interest.
- 1.15 **REOI Documents** means the documents specified in clause 2.1.
- 1.16 **Services** means the leasing services sought to be purchased by the Council pursuant to this REOI.
- 1.17 **Specifications** means the specifications specified in Section C of this REOI.

2. Request for Expressions of Interest

The Council seeks Expressions of Interest from Registrants for the provision of the leasing Services, which are further described in the REOI Documents.

2.1 REOI Documents

The REOI Documents are comprised of:

- 2.1.1 the Background and General Information to Registrants.
- 2.1.2 the Conditions of Request for Expressions of Interest Process.
- 2.1.3 the Specifications and
- 2.1.4 the Expression of Interest Return Schedules.

2.2 Lodgement of Expression of Interest

- 2.2.1 Expressions of Interest must be lodged in hard copy and received by Council before the Closing Date **5:00 pm (Adelaide Time) on 2 June 2026** and in accordance with the Expression of Interest lodgement procedure set out in this clause.
- 2.2.2 Expressions of Interest lodged by any other means will not be considered.
- 2.2.3 Expressions of Interest must be lodged by:
 - Printed / hard copy documents only will be accepted and should be delivered in a sealed envelope labelled:
Private and Confidential
REOI No: 26-16.51.3/2
 - Delivery can be made by mail or in person to either the Port MacDonnell Community Complex or Council's Principal Office:

Port MacDonnell Community Complex
5 Charles Street
Port MacDonnell SA 5291

District Council of Grant
PO Box 724
324 Commercial Street West
Mount Gambier SA 5290
- 2.2.4 Registrants acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Expression of Interest lodgement prior to the Closing Date.
- 2.2.5 If Registrants have any problem submitting their Expression of Interest, they must contact the Nominated Contact Person prior to the Closing Date.
- 2.2.6 An Expression of Interest is deemed to have been lodged by the Registrant when the Expression of Interest has been placed in the REOI box at either Council office.
- 2.2.7 Electronic submissions will not be accepted.

2.3 Late Expressions of Interest

Expressions of Interest received after the Closing Date **WILL NOT** be considered or accepted.

2.4 Extension of Time for the Submission of Expressions of Interest

- 2.4.1 The Council may, in their absolute discretion, no less than two (2) business days before the Closing Date, extend the Closing Date by notice in writing to the Registrants.
- 2.4.2 A Registrant may request the Council to extend the Closing Date for the submission of an Expression of Interest by written application to the Nominated Contact Person.
- 2.4.3 Any such requests must be received by the Nominated Contact Person at least five (5) business days prior to the Closing Date and must provide sufficient reasons to support the request.
- 2.4.4 It is entirely at the Councils discretion as to whether an extension is granted.
- 2.4.5 Council will advise all registered parties in writing of such extension of time.

2.5 Expression of Interest Validity Period

- 2.5.1 All Expressions of Interest will remain open for acceptance by the Council for a period of not less than three (3) months after the Closing Date.
- 2.5.2 Once submitted, a Registrant cannot withdraw its Expression of Interest without the prior written consent of the Council, unless the Expression of Interest is withdrawn in writing before the Closing Date.

2.6 Expression of Interest Process

- 2.6.1 After the Closing Date, an evaluation panel formed by the Council will consider all conforming Expression of Interest Responses (and may also consider other Expressions of Interest in accordance with Clause 5.2 Non-Conforming Expressions of Interest).
- 2.6.2 Expressions of Interest considered will be evaluated in a fair, equitable and consistent manner using the information in the Expression of Interest and any other information available to the evaluation panel. The evaluation panel will use a weighted point score evaluation system that allows price and non-price criteria to be considered in the selection of a Preferred Registrant.

2.7 Timing of Expression of Interest Process

The timing for the Expression of Interest Process is as follows:

Stage 1 – Engage the Market	
Monday 11 May 2026	Release REOI
Tuesday 2 June 2026	Close of REOI.
Stage 2 – Select Request for Tender (indicative)	
Wednesday 3 June 2026	Open and record tenders in Councils record management system.
Wednesday 3 June – Friday 5 June 2026	Tender review panel independently review and score REOI submissions.
Monday 8 June 2026	Tender review panel meet and jointly review REOI submissions.
Wednesday 10 June 2026	REOI Outcome report submitted to Council for consideration.
Monday 15 June 2026	Considered at the June Ordinary Council Meeting.
Tuesday 16 June 2026	Agreement Review and Award.
Tuesday 16 June – Friday 19 June 2026	Agreement Execution with Preferred Respondent(s).
Pending REOI process outcome	Agreement Commencement Date.

2.8 Copying Expressions of Interest

Registrants must not use this REOI or the REOI Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare an Expression of Interest. This includes not copying this REOI or the REOI Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of an Expression of Interest.

3. Communication between the Parties

3.1 Enquiries or Requests for Information or Clarification

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

The Nominated Contact Person is:
 Mary Irwin
 Strategy and Governance Coordinator
info@dcgrant.sa.gov.au

Please note: all enquiries are required to be provided, in writing, to the Nominated Contact Person email's address provided above.

The Nominated Contact Person will not respond to questions three (3) business days prior to the Expression of Interest closing date.

- 3.1.2 The Nominated Contact Person may (but is not obligated to) respond to a Registrant's enquiries or requests for information or clarification.
- 3.1.3 If the Council provides any information to a Registrant by way of clarification, then the Council reserves the right to provide that information to other Registrants.
- 3.1.4 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this REOI or any of the Expression of Interest Documents, unless confirmed in writing by the Nominated Contact Person.

3.2 Registrant's Representative

- 3.2.1 Registrants 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 (**Registrant's Representative**).
- 3.2.2 All communication with the Registrant will be via the Registrant's Representative.

3.3 Registrant not to solicit the Council and their employees

The Registrant and its representatives must not interfere or attempt to interview or to discuss its Expression of Interest with Elected Members 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 Registrant which contravenes this clause.

3.4 Discrepancies and Omissions

Should a Registrant find discrepancies, errors and/or omissions in the Expression of Interest Documents or should there be any doubt as to their meaning, the Registrant should notify the Nominated Contact Person immediately.

4. Expression of Interest Preparation

4.1 Registrants to be informed

Each Registrant must, prior to submitting its Expression of Interest, become acquainted with the nature and extent of the leasing Services to be undertaken, and make all necessary examinations, investigations, inspections, and deductions.

4.2 Conflict of Interest

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

4.3 Use of Sub-contractors

Where a Registrant proposes to use resources from organisations other than the Registrant itself, substantial information relating to the contractual arrangements for

such resources must be detailed in the Expression of Interest, together with information on the relevant experience of such other organisation.

4.4 **Ombudsman Act**

Registrants should be aware that the Ombudsman Act 1972 (SA) “administrative act” under that Act includes an act done in the performance of functions under an Agreement for services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Registrant must ensure compliance with all obligations arising under that Act and any other applicable legislation as regards this Agreement.

4.5 **Freedom of Information**

Registrants should be aware that the Freedom of Information Act 1991 (SA) (**FOI Act**) gives members of the public rights to access documents and the Council will disclose the Agreement in accordance with that Act. 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 agreements entered into by the Council, except for those agreements or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

4.6 **Collusion**

The Registrant must not collude with any other Registrants or potential Registrants. Registrants are reminded that cartel conduct provisions of the Competition and Consumer Act 2010 (Cth) (**CCA Act**) reference such collusion as creating a civil and criminal liability for ‘bid rigging’.

4.7 **Registrant’s confidential information**

4.7.1 Subject to clause 4.7.2, the Council will treat as confidential all Expressions of Interest submitted by Registrants in connection with this REOI.

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

- 4.7.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the REOI process or to prepare and manage any resultant agreement;
- 4.7.2.2 is disclosed to the Councils internal management personnel, solely to enable effective management or auditing of the REOI process;
- 4.7.2.3 is disclosed by the Council to the responsible Minister;
- 4.7.2.4 is authorised or required by law to be disclosed; or
- 4.7.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

5. Expression of Interest Documents

5.1 Conforming Expressions of Interest

A Conforming Expression of Interest is an Expression of Interest which meets all of the requirements set out in this REOI and the Expression of Interest Documents. Any area of the Expression of Interest which is not compliant must be listed in Section D – Statement of Conformity.

5.2 Non-Conforming Expressions of Interest

The Council is not required to, but may at their sole discretion, consider an incomplete, informal or a Non-Conforming Expression of Interest. Failure to respond to or meet any of the requirements set out in this REOI and the Expression of Interest Documents will result in the Expression of Interest being deemed a Non-Conforming Expression of Interest.

5.3 Content of Expressions of Interest

5.3.1 Registrants are required to complete the Expression of Interest Return Schedules and submit them to the Council.

5.3.2 Registrants 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.

5.3.3 All prices quoted by Registrants in their Expression of Interest are:

- a) to be in Australian dollars.
- b) to be exclusive GST and
- c) (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.

5.3.4 If a Registrant proposes to provide the leasing Services on a basis different to that envisaged by the Expression of Interest Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified by the Registrant. The Council does not warrant that any discussion with the Council's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Expressions of Interest.

6. Acknowledgement by Registrants

Registrants acknowledge that the Council:

- 6.1 make no representations and offers no undertakings in issuing this REOI or the Expression of Interest Documents;
- 6.2 is not bound to accept the highest Expression of Interest or required to accept any Expression of Interest;
- 6.3 may accept all or part of any Expression of Interest;
- 6.4 may require one or more Registrants (but is not obliged to require all) to supply further information and/or attend a conference or interview;

- 6.5 may require one or more Registrants (but is not obliged to require all) to make presentation(s);
- 6.6 may undertake “due diligence” checks on any Registrant, including verifying references and/or referees, and undertaking company searches and credit checks;
- 6.7 will not be responsible for any costs or expenses incurred by the Registrant arising in any way from the preparation and submission of its Expression of Interest;
- 6.8 accept no responsibility for a Registrant misunderstanding or failing to respond correctly to this REOI;
- 6.9 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 Agreement for Services or otherwise; and
- 6.10 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 Expression of Interest Documents or this REOI but will be bound only by written advice provided by the Nominated Contact Person.

7. Council's Rights

The Council reserves the right to:

- 7.1 amend, vary, supplement, or terminate this REOI at any time;
- 7.2 accept or reject any Expression of Interest, including the highest price Expression of Interest;
- 7.3 negotiate with any service provider on all or any part of the leasing Services to be supplied pursuant to this REOI;
- 7.4 vary the timing and process referred to in this REOI;
- 7.5 postpone or abandon this REOI;
- 7.6 add or remove any Registrant;
- 7.7 accept or reject any Expressions of Interest, whether or not they are Conforming Expressions of Interest;
- 7.8 accept all or part of any Expression of Interest;
- 7.9 negotiate or not negotiate with one or more Registrants;
- 7.10 discontinue negotiations with any Registrant and/or
- 7.11 Include the Registrants' names in Council reports and make them public. This may include the order of Registrants on the basis of tendered price but without the specific amount tendered.

8. Local Economic Benefit & Social inclusion

- 8.1 The Council aims to stimulate the use of local suppliers in its procurement activities and provide opportunities for traineeships, apprenticeships, and support programs for disadvantaged groups.

- 8.2 The Council supports the development of the local economy and the enhancement of local supplier and employee capability. The Council intends to foster strong relationships with local suppliers, however at the same time not guaranteeing that a local supplier will be chosen over an alternate supplier.

9. Expression of Interest Evaluation

- 9.1 In assessing 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):
- 9.1.1 the Expression of Interest prices, including the proposed pricing structure.
 - 9.1.2 the level of risk associated with negotiation of an acceptable Agreement for the Services.
 - 9.1.3 environmental management and quality management systems.
 - 9.1.4 local economic benefit and social inclusion.
 - 9.1.5 degree of compliance with the requirements set out in this REOI and the Expression of Interest Documents and
 - 9.1.6 such other matters that the Council considers relevant:
 - a) Insurance.
 - b) Compliance with work, health, and safety requirements and
 - c) Financial resources

9.2 Use of Expression of Interest Documents

The Council may use, retain, and copy any information contained in the Expressions of Interest for the evaluation of Expressions of Interest and for the finalisation of the provisions of the leasing service agreement.

The Council may either retain or dispose of the Expression of Interest documentation under the terms and conditions as authorised by the State Records Act 1997.

9.3 Debriefing of Registrants

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

10. Acceptance of Expression of Interest

- 10.1 The Council reserves the right to negotiate different terms and conditions for the Agreement for leasing Services with any one or more Registrants (each referred to as a **Preferred Registrant**).
- 10.2 The Council and the Preferred Registrant may (if required) enter into negotiations for the award and execution of an Agreement for Services. No obligations will exist between the Council and the Preferred Registrant until the parties have executed an Agreement for the leasing Services.

- 10.3 If, despite their best endeavours and acting in good faith, the Council and the Preferred Registrant are unable to negotiate and agree on the terms of the Agreement for leasing Services, the Council reserves the right to negotiate with any other parties, including other Registrants, for the provision of the leasing Services.

11. 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 award the leasing Services to the Registrants.

12. Governing Law

- 12.1 This REOI is governed by the law in South Australia.
- 12.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

13. ICAC

Registrants acknowledge that if they enter into an Agreement 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 will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act as regards this Agreement.

Section C – Specifications

1. The successful Respondent(s) would be required to enter into a leasing/licensing agreement with the Council for the occupation and use of the Land, or any portion of Land.
2. Council would be open to considering responses from Respondents who may seek to lease/licence only a portion of the Land only.
3. The usage of the land will be limited to the leasing Services as defined in the REOI, except by explicit written agreement between the successful Respondent(s) and Council.
4. The successful Respondent(s) would be required to install and maintain, adequate fencing and gates surrounding the Land or their portion of the Land.
5. The successful Respondent(s) would be responsible for all vegetation maintenance, including but not limited to, weed control, spraying and fertilisation, for the Land or their portion of the Land, so as to maintain the Land for grazing and pasture purposes.
6. Should the successful Respondent(s) be a community organisation, club or group, terms of the Lease will not be negotiable, but will instead be subject to Council's standard Leasing/Licensing terms for community groups – see Council's Lease and Licenses Policy.

7. The Land



Section D – Expression of Interest Return Schedules

Instructions to Registrants

These forms have been designed to collect information needed to evaluate Expressions of Interest in accordance with the criteria stated in clause 9.1 - Section B – Conditions of Expression of Interest Process.

1. All forms must be completed to be considered by Council as a Conforming Expression of Interest.
2. All information as set out in the forms must be provided.
3. Do not mark a form 'Not applicable' nor leave a form blank.
4. If the information required on a form is provided elsewhere in your Expression of Interest, then please provide a clear reference as to the location of the information on the relevant form.
5. If you are providing information that does not meet specified requirements, then you will need to indicate how you intend to meet those requirements.
6. If in doubt regarding use of any form or information required, then please contact the Nominated Contact Person in accordance with clause 3.1.1 - Section B – Conditions of Expression of Interest Process.

Schedule 1 – Expression of Interest Form – Formal Offer

I, having read, understood, and fully informed myself of the contents, requirements, and obligations of the Request for Expression of Interest, do hereby express an interest to provide and complete the leasing Services as described in the Specifications, as per REOI, in accordance with the Expression of Interest Return Schedules attached.

The Registrant:

1. is subject to the terms and conditions set out in the Conditions of Expression of Interest.
2. irrevocably offers to perform the leasing Services on the terms of the Agreement and the Specifications, as per REOI, which form part of the Expression of Interest Documents subject only to the variations set out in Schedule 12.
3. confirms that this Expression of Interest has been prepared without any consultation, communication, agreement, or other arrangement with any competitor regarding:
 - 3.1 prices or methods, factors or formulae used to calculate prices.
 - 3.2 the intention or decision to submit an Expression of Interest, or the terms of the Expression of Interest.
 - 3.3 the submission of a Non-Conforming Expression of Interest.
 - 3.4 the quality, quantity, specifications, or particulars of the leasing Services and
 - 3.5 holds this offer open and capable of acceptance by the Council for a period of ninety (90) days from the closing date.
4. Has sufficient resources to provide the leasing services required in the context of any other current and anticipated work commitments.
5. Confirms that its Expression of Interest takes into account major disruptions, emergency orders, directives or conditions such as a pandemic which is declared by a Government Agency and the Registrant has had regard to the knowledge of existence and impact of the Existing Conditions when entering into this REOI.
6. Confirms that any Addendums provided with this Expression of Interest have been reviewed and included in the Response.

The undersigned undertakes that if selected as the successful Registrant, I will execute and be bound by the Agreement in accordance with the Conditions of Expression of Interest.

Authorised Person Signature:	
Authorised Person Name:	
Authorised Title/Position:	
Name of Organisation:	
Date:	

Schedule 2 – Registrant's Details

Name of Registrant	
Entity Name (as listed on ABR and ASIC)	
State in full the name(s) of the person(s) listed in any Trust(s) or Partnership(s)	
State in full the registered business name(s) of the company(s)	
State in full the trading name(s) of the business	
Australian Company Number (ACN):	
Australian Business Number (ABN):	
Registered Address:	
Postal Address:	
Telephone:	
Email:	

Contact Person: Registrant's Representative	
<i>Nominate a contact person for this Expression of Interest to deal with any questions or queries that may arise from this Expression of Interest</i>	
Name:	
Position:	
Telephone (mobile):	
Email:	

Schedule 3 – Pricing and Use

All prices must be listed exclusive of GST

This pricing:

- Will not be subject to variation except where provided in the conditions of agreement.
- Will be used for the purpose of assessing progress claims and as the basis for negotiation of variations under an agreement.
- Must be in Australian Currency.

Pricing

Lease all or part of available Land If only part, please include a detailed map of proposed part.	☐ All ☐ Part
Proposed Lease/Licence Period (in years)	
Optional Lease/Licence Extension Period (in years)	
Annual Lease/Licence Fee	\$
Payment Terms (annual, quarterly, monthly etc)	

Land Use

Please provide details of how you intend to use the land. If use will include stock, please include approximate numbers and type. If use will include cropping, please include details on variety including any genetic modifications.

Expression of Interest Inclusions/Exclusions

Registrant to provide details of all inclusions/exclusions in the tables below:

Inclusions:
Exclusions:

Schedule 4 - Insurance

1. Insurance

Provide details of insurance currently held by you that would be extended to provide cover for work under the Agreement.

Registrants **must** provide copies of Certificate of Currency documentation with their response.

PLEASE NOTE: Certificate of Currency documents MUST be in the name of the Entity Name listed on the ABN.

PLEASE NOTE: Ensure that Professional Indemnity Certificate of Currency documents reflect/include the services being quoted for.

The following table details the insurance requirements in the Agreement.

Public and Product Liability Policy	Not less than \$20 million
Professional Indemnity Policy	Not less than \$5 million
Fidelity Insurance	
Contents Insurance	Yards and fences
Contract Works (Include materials/equipment on site)	
Workers' Compensation	Current Registration (eg Return to Work SA) or if Sole Trader Personal Accident/Injury Insurance
Plant, Equipment and Motor Vehicle	

Policy type	Policy Issuer	Policy Number	Policy Cover (\$)	Expiry date
Public Liability				
Product Liability				
Professional indemnity				
Contents, yards and fences				
Plant, Equipment & Motor Vehicle				
Contract Works, including materials and equipment on site				
Cyber Security				
Fidelity				
Workers Compensation				
OR				
Personal Accident/Injury Insurance (sole trader)				

Schedule 5 – Work Health & Safety and Risk Management

Registrants shall complete the following Work Health and Safety (WHS) Questionnaire. The intent of the questionnaire is to assess the Registrant's capability to meet the Council's WHS requirements.

Item	Detail	Yes	No
1	WHS Policy and Management System		
1.1	Do you have a written WHS Policy? If yes, please attach a copy. Please ensure that the WHS Policy identifies its compliance to legal obligations under the Work Health and Safety Act 2012 (SA), is signed, dated and includes a review date.	☐	☐
1.2	Do you have a WHS Management System in place? If no, you will need to ensure you have appropriate safety systems in place to manage the Health and Safety of employees and members of the public, in line with the WHS Act and Regulations 2012 (SA). Please provide further details in the form of an index or extract of your system.	☐	☐
2	Safe Work Practices/Written Procedures		
2.1	Are there Safe Operating Procedures (SOP)/Safe Work Procedures (SWP) specific to its operations?	☐	☐
2.2	Is there a documented incident investigation procedure?	☐	☐
3	WHS Induction and Training		
3.1	Does the Registrant have an induction and training program in place?	☐	☐
3.2	Are records maintained of all induction and training programs?	☐	☐
4	Risk Management		
4.1	Does the Registrant have a risk management framework in place?	☐	☐
5	Has the Registrant been investigated in regard to a WHS incident and, if so, attach details of the circumstances of the incident and outcome of the investigation.	☐	☐
6	Has the Registrant been convicted of a work health and safety offence and if so, attach details of the circumstances.	☐	☐
7	Has the company assessed its proposed subcontractors in relation to WHS compliance?	☐	☐

☐ Please check this box to confirm you acknowledge your obligations as 'principal contractor' under Regulation 293 of the *Work Health and Safety Regulations 2012 (SA)*.

Schedule 6 – Environmental Management System and Quality Systems

Council has committed to prioritising service providers that can demonstrate a commitment to advancing environmentally sustainable and continuous improvement practices.

In support of this commitment, Registrants are requested to provide details of how their provision of leasing services will include environmentally sustainable and continuous improvement practices.

Schedule 7 – Local Economic Benefit & Social Inclusion

In assessing responses, the Council considers economic and social inclusion elements such as employment creation and training opportunities, specifically within the District Council of Grant.

In support of this commitment, Registrants are requested to provide details of how their provision of leasing services will benefit the local community of Port MacDonnell, and wider District Council of Grant area.

Schedule 8 – Referees

Referees			
The Tenderer is required to provide information on past agreements, including referees. Referees may be contacted regarding the provision of Services offered in the Tenderer's response. The Tenderer must provide the information requested in the tables below for three (3) agreements for the provision of Services of a similar nature to those detailed in the Specifications undertaken in the last three (3) years or current. The Referees are <u>not</u> to be current employees of the Council or the Council itself.			
Referee #1			
Client Name:			
Address:			
Contact Name & Position Title:			
Telephone:		Email:	
Relevance to Project:			
Referee #2			
Client Name:			
Address:			
Contact Name & Position Title:			
Telephone:		Email:	
Relevance to Project:			
Referee #3			
Client Name:			
Address:			
Contact Name & Position Title:			
Telephone:		Email:	
Relevance to Project:			

Schedule 9 – Organisation Structure, Facilities and Resources

1. Organisation structure
Provide details of the staff and the organisation structure proposed to be used for the performance of the leasing Services. Details must include, but not be limited to, company and organisation structure, including size and location of office/s.

2. Fair Work Act	Yes	No
The Registrant confirms that staff are paid all statutory entitlements, are remunerated in line with the current awards or any other future relevant award (new, updated or amalgamated) and in accordance with the Fair Work Act 2009?	☐	☐
<i>If no, please provide brief details/reasons of why not</i>		

3. Proposed Subcontractors:			
Provide details in the Table below the proposed major sub-contractors or other representatives to be employed or engaged by the Registrant. The Registrant must specify and define the Services to be provided by sub-contractors.			
NOTE: Council reserves the right to reject any of the subcontractors listed by the Registrant in this schedule and request the name(s) of alternative subcontractors.			
Subcontractors name and address	Services to be provided	Value of Services \$	Relevant experience in similar Services

☐ **Licences/insurances adequate and current for all listed subcontractors.**

The Registrant **must** declare that all subcontractors have adequate licences and/or insurances, and that they have been sighted to ensure they are current. Registrants must provide copies, if requested by the Council.

4. Conflict of Interest

Provide details of any interest, relationship or clients which may or do give rise to a conflict of interest and the issue about which that conflict or potential conflict does or may arise and how the disclosed conflict will be managed.

5. Current agreements

Provide details of current agreements in a local government, state government and/or private organisation environment including the range of Services provided, contact names and details for reference purposes.

Note: The Council may contact all or any organisations during the evaluation process to confirm Registrants claims.

Organisation	Project	Contact Name/Number	\$'s	Completion Date

6. Other Commitments

Provide details of other work commitments expected to continue during the term of the Agreement.

Note: The Council may contact all or any organisations during the evaluation process to confirm Registrants claims.

Organisation	Project	Contact Name/Number	\$'s	Completion Date

Schedule 10 – Experience

1. Past Performance
1.1. For how many years has the Registrant engaged in the Services required by the Agreement?
1.2. Has Registrant had an appointment terminated on a project in the last (5) five years? If yes, please provide brief details.
1.3. Has the Registrant terminated on a project in the last (5) five years? If yes, please provide brief dates.
1.4. Has the Registrant refused to continue providing Services under an agreement in the last (5) five years unless the terms or payments were changed from those which were originally agreed? If yes, please provide brief details.
1.5. For the last three (3) years, please provide details of any breaches and/or findings against your organisation in relation to, tax compliance, employment law, privacy legislation, other relevant legislation.

Schedule 11 – Value Added Services and Improvement & Innovation

1. Value added services
Provide details of any other benefits you can offer to improve the level of service or value of your Expression of Interest.

2. Improvement and innovation
Registrants are encouraged to detail suggestions and/or alternate proposals that are innovative and offer increased benefits to the Council. Below are some suggested categories: • Cost Savings (must be stated in \$ terms). • Improvements to Work Health and Safety. • Improved Quality. • Reduction in Environmental Impacts. • Improved Customer Service. • Reduction of Inconvenience to the Public. • Reduction of Risk. Registrants are also encouraged to suggest other categories. NOTE: Cost Savings offers may be considered as alternatives when finalising the contracted price.

Schedule 12 – Statement of Conformity

If the Expression of Interest does not comply with all the requirements of the Expression of Interest Documents, the Registrant must list below all areas of non-conformity, partial conformity or alternative offer and the reasons therefore.

The Registrant must be read to disregard and render void any area of the Expression of Interest which is non-conforming, partially conforming or an alternative offer except to the extent detailed in this Schedule.

If any non-compliance is determined to be unacceptable, the Expression of Interest may not be further considered.

NC = Non-conforming

PC = Partial conforming

AO = Alternate offer

Statement of Conformity		Yes	No
Does the Registrant conform to the requirements of the Expression of Interest Documents?		☐	☐
Does the Registrant request changes to the Draft Agreement provided as part of this Expression of Interest.		☐	☐
PLEASE NOTE: Changes will <u>not</u> be considered to the Draft Agreement after the Expression of Interest period has concluded should your Expression of Interest be successful. If your Expression of Interest does not conform, or you request changes to the Draft Agreement, please identify the areas of non-conformity/changes below:			
Area/Clause/Schedule of non-conformity	Reason/Alternative Wording for Consideration by Council	NC/PC/AO	