



SOUTH BURNETT
REGIONAL COUNCIL

Expressions of Interest

Non-Returnable Schedule

Reference Number: SBRCQ-22/23-134

For

The acquisition of Six (6) Impounded Calves



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1. Agreement to be bound by Expression of Interest

In consideration of Council:

- (a) inviting the Respondent to submit an Offer for the acquisition of Impounded Animals.
- (b) agreeing to evaluate each Offer submitted by the Respondent in accordance with this Expression of Interest, the Respondent agrees to be bound by this Expression of Interest for each Offer submitted by the Respondent.

2. Definitions

- (a) This Expression of Interest uses definitions, some of which are found elsewhere in the Offer Documents. Respondents should note the following defined terms:

| Term | Definition |
|-----------------------------------|--|
| Business Day | means a day other than a Saturday, Sunday or a public holiday in the South Burnett, Queensland. |
| Closing Date for Enquiries | means the date and time specified in clause 4 of this Expression of Interest or such other date as may be determined by Council. |
| Closing Time | means the date and time specified in clause 4 of this Expression of Interest or such other date as may be determined by Council |
| Conforming Offer | means an Offer that complies with clause 10 |
| Council | means South Burnett Regional Council and includes where relevant any of its Personnel. |
| Legislative Requirements | includes: <ol style="list-style-type: none">(a) acts, regulations, by-laws, ordinances, orders, awards and proclamations of the Commonwealth, the State or Territory or of the local government.(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the Offer. |
| Non-Conforming Offer | means an Offer that complies with clause 9.2 is not a Conforming Offer. |
| Non-Returnable Schedule | means any Schedule marked 'Non-Returnable Schedule'. For the avoidance of doubt, the Respondent is not required to complete or submit Non-Returnable Schedules with its Offer. |
| Offer | means any offer submitted by a Respondent in accordance with this Expression of Interest and may include a Non-Conforming Offer. |
| Personal Information | has the meaning given to it in the <i>Information Privacy Act 2009</i> (Qld). A non-exhaustive list of examples of Personal Information are: <ol style="list-style-type: none">(a) a person's name, age, address, phone number or email address;(b) a person's signature; or(c) a person's salary, bank account or financial details. |
| Policies and Plans | means Council's published or to be published policies and plans which may be amended from time to time, including those published on www.southburnett.qld.gov.au |
| Respondent | means the person, company or other entity that submits an Offer. |
| Returnable Schedule | means any Schedule marked 'Returnable Schedules' which must be completed by the Respondent and submitted with its Offer. |
| Schedules | means any schedules attached to this Expression of Interest, including Returnable Schedules and Non-Returnable Schedule. |

- (b) Other terms may be defined in the text of the Offer Documents.

3. Interpretation

In this Expression of Interest:

- (a) in the interpretation of this Expression of Interest, headings are to be disregarded;
- (b) no rule of construction or interpretation applies to the construction or interpretation of this Expression of Interest to the disadvantage of Council on the basis that Council prepared this Expression of Interest or any part of it;

- (c) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and
- (d) the words 'including' and 'includes' and any variants of those words, will be read as if followed by the words 'without limitation'.

4. Timetable

The following timetable is indicative only and may be amended at any time in the absolute discretion of Council:

| Action | Time / Date |
|---|---|
| Expression of Interest released / Date of advertisement | Friday 16 June 2023 |
| Closing Date for Enquiries | 4.00 pm (Australian Eastern Standard Time) on Thursday 22 June 2023 |
| Closing Time for Offers | 2.00 pm (Australian Eastern Standard Time) on Friday 23 June 2023 |

5. Enquiries

- (a) Any enquiries by Respondents are to be sent to the info@sbrc.qld.gov.au email address before the closing date for Enquiries.
- (b) Council will use reasonable endeavours to respond to queries, comments or questions.
- (c) Without limiting clause 5(b), Council will not respond to any enquiries after the Closing Date for Enquiries.
- (d) Without limiting any other part of this Expression of Interest, Council will not be bound by any advice given or not given, or information furnished or not furnished (whether in writing or verbally), by any officer or consultant of Council, nor in the event that any advice or information is inaccurate, out of date or incomplete.
- (e) Council may, at its discretion, provide feedback to both successful and unsuccessful Respondents, but is under no obligation to do so.
- (f) Respondents must not direct requests for information to or seek to discuss the Expression of Interest Process with, any Councillor or officer of Council and Council will not be bound by any advice or information furnished by a Councillor or Council officer with respect to the Offer.

6. Lodgement of Offers

6.1 Electronic submission

- (a) Offers must be submitted electronically via info@sbrc.qld.gov.au
- (b) Respondents should allow sufficient time for lodgement of their Offers.
- (c) Failure to receive an automatic response email means that the submission has not been completed successfully.
- (d) The submission of an Offer via the Email address by a Respondent's registered business representative will constitute an electronic signature in accordance with the *Electronic Transactions (Queensland) Act 2001*.

6.2 Other forms of submission

An Offer submitted in person or by facsimile or text message is a Non-Conforming Offer.

6.3 No representation

Any letter or other form of written or oral acknowledgment by Council of receipt of the Offer does not imply that the Offer has been admitted or accepted as a Conforming Offer or a Non-Conforming Offer and nor does it constitute any representation by Council as to any other matter.

7. Late Offers

Offers lodged with or received by Council after the Closing Time are deemed to be late and will be opened and registered separately. Council may, but is not bound to, consider or evaluate a late offer.

8. Offer requirements

8.1 Documents to be submitted with Offers

In their Offers, Respondents must provide all information required by the Offer Documents, including:

- (a) a completed schedule of the Respondent's details
- (b) any information set out and required in this Expression of Interest and the Returnable Schedules.

9. Conforming Offer

9.1 Conforming Offer

To be considered to be a Conforming Offer, an Offer must:

- (a) contain all the information requested

9.2 Non-Conforming Offer

- (a) An Offer that does not comply with clause 10 is a Non-Conforming Offer.
- (b) Council may, but is not bound to, consider or accept a Non-Conforming Offer.

10. Acceptance and consideration of Offers

10.1 Council not obliged

Council is under no obligation to:

- (a) review or consider any Offer submitted;
- (b) shortlist any Respondent (if applicable);
- (c) accept the lowest Offer (if applicable);
- (d) accept any Offer.

10.2 Council may annul the Process

Without limiting any other term of this Expression of Interest, Council may shortlist Respondents (if applicable), accept or reject any Offer (including rejecting all Offers in order to reissue this Expression of Interest) or annul the Process, at any time, or terminate the Process, without any obligation to inform the affected Respondent or Respondents of the grounds for Council's action or inaction.

10.3 Council's other discretions

- (a) At any time and in its absolute discretion, Council may:
 - (i) invite all Respondents to change its Offer to take account of a change in any regard.
 - (ii) change the Closing Time
- (b) Notwithstanding any other provision of this Expression of Interest, Council may, in its absolute discretion, and without limiting any other right which Council may have, do any one or more of the following at any time (and without any obligation to do so):
 - (i) request clarification or additional information from any Respondent;
 - (ii) provide additional information to any or all Respondents;
 - (iii) discontinue negotiations with any Respondent;
 - (iv) proceed to negotiate with one Respondent or a third party, but not with other or any Respondents, and without any obligation to notify other or any Respondents that it is so proceeding;
 - (v) enter into discussions with one or more Respondents;
 - (vi) shortlist or refuse to shortlist any or all Offers received (if applicable); and
 - (vii) decide not to proceed with the Process and not shortlist any Respondent or accept any Offer

10.4 Acceptance of an Offer

- (a) An Offer is deemed to be accepted by Council only when Council provides to a Respondent a letter of award. For the avoidance of doubt, a letter of award will refer only to written notice given by Council which is expressly titled 'Letter of Award' and expressly states that it is a notice given to the Respondent.

11. Warranties

11.1 Respondent's investigations

In submitting an Offer, the Respondent warrants that it has carried out all relevant investigations and has examined and acquainted itself with and satisfied itself concerning

- (a) the contents of the Offer Documents and their completeness, currency and accuracy;
- (b) all information which is relevant to the risks, contingencies and other circumstances which could affect the Offer; and
- (c) the accuracy, completeness and sufficiency of the Offer.

11.2 Respondent's ability

In submitting an Offer, the Respondent further warrants:

- (a) the accuracy of all information provided by the Respondent in the Offer;
- (b) that it has all necessary experience, skill and resources to perform and carry out its obligations in accordance with the Offer Documents;
- (c) that the Respondent is ready, willing and able to commence and carry out the Supply if required by Council; and
- (d) that its Offer complies with all applicable Legislative Requirements and Policies and Plans.

12. Investigations by Respondents

Respondents must make their own investigations as to the nature of the Site(s) and its surrounds and satisfy themselves as to the accuracy and completeness of any matters stated in the Offer Documents and of any assumptions upon which Respondents base their Offers prior to submitting their Offer.

13. Offer evaluation

13.1 Evaluation

Factors which will be taken into consideration by Council in assessing Offers and Respondents include:

| No | Criteria |
|----|--|
| 1 | Compliance with this Expression of Interest, including Schedules |
| 2 | Price |
| 3 | Experience |
| 4 | Methodology |

14. Reliance by Respondent

14.1 Council makes no representations

Council does not make any representations, express, implied or inferred, or provide any undertakings to Respondents other than to invite them to submit an Offer.

14.2 Offer information for convenience only

Any information supplied to a Respondent in the Offer Documents or otherwise or in subsequent oral or written communication by or on behalf of Council is provided to the Respondent for convenience only and may not be complete, up to date or accurate.

14.3 Respondent not to rely

The Respondent must not rely upon any matter disclosed or representation, warranty or statement (oral or otherwise) made to the Respondent by Council, whether in the Offer Documents or otherwise, and must make and rely solely upon its own independent investigation, judgment and assessment of any such matter or representation.

15. Conflicts of interest

15.1 Respondent to notify if conflict arises

If, at any time, an actual or potential conflict of interest arises for any Respondent, that Respondent must immediately notify Council in writing of that conflict of interest.

15.2 Council's rights

If a Respondent notifies Council of an actual or potential conflict of interest or Council becomes aware of the existence of an actual or potential conflict of interest, Council may, in its absolute discretion:

- (a) enter into discussions to seek to resolve such conflict of interest;
- (b) cease further consideration of and disregard the Offer lodged by that Respondent; and/or
- (c) take any other action, as it considers appropriate.

15.3 Respondent must not canvas support

Any Respondent who directly or indirectly canvasses support from an elected member, employee or agent of Council will be disqualified and any Offer submitted will not be considered.

16. Use of information

16.1 Offer Documents are Council property

The Offer Documents and all documents, information, drawings, specifications, technical information and other material and information provided to a Respondent (whether before or after the issue of this Expression of Interest):

- (a) remain the property of Council;
- (b) must only be used for the purpose of preparing its Offer and for no other purpose; and
- (c) must not be disclosed to any person other than to a person who is assisting the Respondent in preparing its Offer.

16.2 Right to Information Act 2009

- (a) The *Right to Information Act 2009 (RTI Act)* provides members of the public with a right to access documents held by Queensland Government agencies (including local governments).
- (b) The *RTI Act* requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest. Information provided by the Respondent is potentially subject to disclosure to third parties pursuant to the *RTI Act*.
- (c) If disclosure under the *RTI Act*, or general disclosure of information provided by the Respondent, would be of substantial concern to the Respondent, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including Personal Information, this should be indicated by the Respondent in its Offer. Council cannot guarantee that any information provided by the Respondent will be protected from disclosure under the *RTI Act*.
- (d) The Respondent must familiarise itself with the relevant provisions of the *RTI Act* dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.
- (e) Council accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the *RTI Act*.
- (f) Council reserves the right to disclose, by publication by means of media of its choosing upon conclusion of the Procurement Process and/or award of any contract for the Supply, any details of the name and address of the successful Respondent, a description of the Supply, the commencement date of any contract for the Supply awarded, and the price or value of any contract for the Supply awarded.

17. Information Privacy Act 2009 compliance

17.1 Compliance with the *Information Privacy Act 2009*

By submitting an Offer, the Respondent warrants that it has obtained the consent of each individual whose Personal Information is included in the Offer for:

- (a) the inclusion of their Personal Information in the Offer;
- (b) the use of the Personal Information by Council for the purpose of the Offer Process, including the evaluation of the Respondent's the Offer; and

- (c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting Council with the Offer Process, including the evaluation of the Respondent's Offer.

17.2 Indemnity

The Respondent must indemnify Council against any claim, damage or loss (including legal costs and expenses) that Council may incur as a consequence of a breach by the Respondent.

17.3 Other

- (a) Any Personal Information exchanged between the Respondent and Council must be dealt with in accordance with the *Information Privacy Act 2009*.
- (b) The Respondent must immediately notify Council upon becoming aware of any breach.

18. Governing law and jurisdiction

18.1 Governing law

This Expression of Interest and the Offer Documents are governed by the laws in force in Queensland.

18.2 Governing jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.

19. Joint and several liability

If a Respondent comprises two or more parties, their obligations and liabilities (whether as a joint venture, consortium, partnership or any other unincorporated grouping of two or more persons):

- (a) the obligations and liabilities of those persons is joint and several; and
- (b) those persons must notify Council of their representative, who must have authority to bind the Respondent and each of those persons.

Returnable Schedule

| | | | |
|------------------------------|--------------------------|--|--|
| Reference Number: | SBRCQ-22/23-134 | | |
| Description of Animal | Six (6) Impounded Calves | | |

Respondent Details

| | | | |
|---|--|------------------|--|
| Name | | | |
| ACN (if applicable): | | | |
| ABN (if applicable): | | | |
| Property Identification Code (PIC) | | | |
| Street Address: | | | |
| Suburb: | | Postcode: | |
| Postal Address: | | | |
| Suburb: | | Postcode: | |
| Telephone: | | Mobile: | |
| Email: | | | |
| Authorised Signatory's Signature: | | | |
| Witness' Full Name: | | | |
| Witness' Signature: | | Date: | |

Offer

| | |
|---|---|
| <p>Offer for six (6) calves</p> <p>Collection of animals will be from the Coolabunia Saleyards, D'Aguilar Hwy, Coolabunia</p> <p>The tenderer will be liable for any costs associated with collection</p> | <p style="text-align: center;">OFFER</p> <p style="text-align: center;">\$</p> |
|---|---|