



## EXPRESSION OF INTEREST

### Fraser Coast Aquatic Centres – Future Management

**Closing Time:**

**11.00am THURSDAY 5 APRIL 2012**

**EOI Number:**

**CORP 10 – 2011/12**

Expressions of Interest are invited from interested parties for an external management model to operate the Hervey Bay and Maryborough Aquatic Centres, either as a single operation or as separate entities.

- An outline of the requirements of the Expression of Interest can be found as **Part 2** of this document.
- Expression of Interest Respondent forms, which **must be completed and returned** with all Expressions of Interest, are included as **Part 3** of this document.
- Expressions of Interest must be submitted in a sealed envelope, addressed to the Chief Executive Officer, clearly marked "**Expression of Interest – Fraser Coast Aquatic Centres – Future Management - CORP 10 – 2011/12**" and be lodged in the Tender box at 77 Tavistock Street, Torquay by no later than **11.00 am on THURSDAY 5 APRIL 2012**.

**Contact: Executive Manager Community & Culture, Debra Moore**

**Phone: (07) 4197 4337**

**Email: [debra.moore@frasercoast.qld.gov.au](mailto:debra.moore@frasercoast.qld.gov.au)**

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## 1. DEFINITIONS

1.1 In this Expression of Interest, except where the context otherwise requires:

**'Closing Time'** means **11.00am Thursday 5 April 2012** Australian Eastern Standard Time.

**'Confidential Information'** means any technical, commercial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind:

- (a) owned by the Principal and supplied or made available by the Principal to the Respondent; or
- (b) created by the Respondent, from the material supplied or made available to the Respondent by the Principal for the purposes of lodging the Submission.

**'Contact Person'** means the Executive Manager, Community & Culture – Debra Moore.

**'Contract'** means (if the Principal prepares a short list from persons who respond to the Expression of Interest and invites tenders from the persons on the short list) the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the successful tenderer.

**'Expression of Interest'** or **'EOI'** see Clause 2.1.

**'FOI Act'** means the *Freedom of Information Act 1992*.

**'GST'** means the goods and services tax under the GST Act.

**'GST Act'** means *A New Tax System (Goods and Services Tax) Act 1999* and includes other GST related legislation.

**'Local Government'** means a local government for a local government area declared by regulation under the *Local Government Act 1993*.

**'Principal'** means Fraser Coast Regional Council

**'Relevant Person'** means the Respondent and each person engaged in the preparation of a Submission on behalf of the Respondent.

**'Respondent'** means any person lodging a Submission.

**'Respondent's Submission Form'** means the Respondent's Submission Form comprising Part 3 of the Expression of Interest.

**'Specification'** means the Specification comprising Part 2 of the Expression of Interest, including any amendment or addition to the Specification.

**'Submission'** means a Respondent's Submission Form duly completed by the Respondent, including any templates or attachments to be completed and included in the Submission, and lodged in response to this Expression of Interest.

## 2. STRUCTURE OF EXPRESSION OF INTEREST

2.1 The documents comprising the Expression of Interest are, collectively :

- (a) Part 1 – Expression of Interest (*Respondent to read and keep this part*); and
- (b) Part 2 – Specification (*Respondent to read and keep this part*); and
- (c) Part 3 – Respondent's Submission Form which, when completed by the Respondent, comprises the Submission of the Respondent (*Respondent to **complete and return** this part*).

2.2 All parts of the Expression of Interest must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority from document (a) to (c) as follows:

- (a) Expression of Interest;

- (b) Specification;
  - (c) Respondent's Submission Form.
- 2.3 This is an Expression of Interest. The Principal may invite Expressions of Interest under Section 489 of the *Local Government Act 1993* before inviting tenders. This Expression of Interest invites Respondent's to lodge a Submission with the Principal by the Closing Time.
- 2.4 After the Closing Time the Principal may prepare a short list from the persons who responded to the Expression of Interest and invite tenders from the persons on the short list.
- 2.5 The issue of the Expression of Interest does not commit the Principal to:
- (a) prepare a short list from the persons who responded to the Expression of Interest; or
  - (b) if the Principal prepares a short list from the persons who responded to the Expression of Interest, invite tenders from the persons on the short list.
- 2.6 Eligibility to participate in post Closing Time negotiations and any invitation to tender issued to persons on the short list (if any) will be restricted to Respondent's who:
- (a) comply with the provisions of the Expression of Interest; and
  - (b) are identified on the short list prepared by the Principal from the persons who responded to the Expression of Interest.
- 2.7 The issue of the Expression of Interest does not commit the Principal to include any organisation on the short list in the event that the project identified in the Expression of Interest proceeds.

### **3. BRIEFING/SITE INSPECTION**

- 3.1 Attendance at a meeting to discuss the Expression of Interest is not mandatory.

### **4. OBTAINING INFORMATION**

- 4.1 The Principal will provide the Respondent with the Expression of Interest. No fee is payable for the supply of the Expression of Interest.
- 4.2 Any additional information required by a Respondent may be obtained from the Contact Person.
- 4.3 Respondents must not direct requests for information to, or seek to discuss the Expression of Interest process with, any Councillor or officer of the Principal other than the Contact Person, unless authorised by the Contact person to do so.
- 4.4 The Principal will not be bound by any advice or information furnished by a Councillor or officer of the Principal with respect to the Expression of Interest.
- 4.5 Information provided to the Respondent by or on behalf of the Principal:
- (a) will be provided for the convenience of the Respondent only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and
  - (b) is not warranted or represented by the Principal as accurate, correct or adequate.
- 4.6 If the Principal makes information available to a Respondent, the Principal reserves the right to distribute the information to each Respondent who has obtained a copy of the Expression of Interest from the Principal.
- 4.7 If requested by the Principal, the Respondent must:
- (a) provide further information relating to the Submission; and
  - (b) give a presentation at a time and place nominated by the Principal:
    - (i) to demonstrate the Respondent's financial substance, technical capabilities and resources; and
    - (ii) in relation to anything else relative to the Submission; and

- (c) authorise the Principal and its agents (in writing, if required) to contact any referee nominated by the Respondent.

4.8 The Principal may provide information to Respondents in electronic format, in addition to the hard copy format.

4.9 Where there is an inconsistency between the information in the electronic format and the hard copy information, the latter prevails.

## **5. RESPONSIBILITIES OF RESPONDENT**

5.1 Before lodging its Submission, each Respondent must:

- (a) carefully read and consider the Expression of Interest and any other information made available by the Principal with respect to the Expression of Interest and the process of responding to the Expression of Interest; and
- (b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Expression of Interest; and
- (c) inform itself of the nature of the obligations it must discharge under the Expression of Interest; and
- (d) not rely upon information provided by or on behalf of the Principal; and
- (e) independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and
- (f) satisfy itself that the information in its Submission is accurate and complete; and
- (g) satisfy itself that its Submission complies in all respects with the requirements of the Expression of Interest.

5.2 In evaluating Submissions and determining which Respondents (if any) will be included on the short list, the Principal will rely upon Respondents having complied with the requirements of Clause 5.1.

5.3 The Principal will not be responsible for the payment of any expenses or losses incurred by the Respondent in:

- (a) attending any briefing or site inspection under Clause 3; or
- (b) preparing and lodging its Submission; or
- (c) participating in any post Submission activities; or
- (d) responding to any invitation to tender issued by the Principal to Respondents on the short list.

5.4 A Submission will not be considered if the Respondent or anybody on its behalf offers or gives anything to:

- (a) any Councillor of the Principal; or
- (b) any officer or agent of the Principal,

as an inducement or reward that could influence the actions of the person in relation to the Submission.

## **6. FORMAL REQUIREMENTS**

6.1 The Submission must be lodged in writing in the form of the Respondent's Submission Form.

6.2 The Respondent's Submission Form must be fully completed, and include all supporting documents and materials required by both the Expression of Interest and the Respondent's Submission Form.

6.3 The Respondent's Submission Form must contain the Respondent's:

- (a) full name; and

- (b) Australian Business Number; and
  - (c) address and facsimile number for the service of notices.
- 6.4 If the Respondent operates as a firm, the Respondent's Submission Form must contain:
- (a) the full names and addresses of each member of the firm; and
  - (b) the business name under which the firm trades; and
  - (c) the firm's address and facsimile number for the service of notices; and
  - (d) the firm's Australian Business Number.
- 6.5 If the Respondent is a corporation, the Respondent's Submission Form must contain details of the corporation's:
- (a) name; and
  - (b) business name (if applicable); and
  - (c) Australian Business Number; and
  - (d) registered office; and
  - (e) address and facsimile number for the service of notices; and
  - (f) the name, telephone number and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Submission.
- 6.6 If the Respondent is a consortium or a joint venture, the Respondent's Submission Form must contain details of:
- (a) the name of each member; and
  - (b) the structure of the consortium or joint venture, including the proposed managerial structure; and
  - (c) the role to be played by each member in the context of the project identified in the Expression of Interest; and
  - (d) in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.
- 6.7 The Respondent's Submission Form must be duly executed in a manner that binds the Respondent.
- 6.8 A Respondent must provide three (3) executed hard copies of its Submission (one to be marked "ORIGINAL" and each other (if any) to be marked "COPY") in WORD format. Any brochure or pamphlet which forms part of a Submission must be attached to both the original and each copy of the Submission.
- 6.9 The Respondent must:
- (a) securely attach (for example, by bulldog clip), but not bind or staple, the original of its Submission; and
  - (b) bind each copy of its Submission; and
  - (c) number consecutively each page of its Submission; and
  - (d) include an index in the Submission.
- 6.10 The identity of the Respondent is fundamental to the Principal. For the purposes of a Respondent's Submission, the Respondent is the person, persons, corporation or corporations:
- (a) who is named as the Respondent in the Respondent's Submission Form; and
  - (b) who has duly executed the Respondent's Submission Form in a manner that binds the Respondent.

## **7. CONFORMING AND NON-CONFORMING SUBMISSIONS**

- 7.1 A Respondent may lodge non-conforming Submissions only if it has lodged a conforming Submission.
- 7.2 Each non-conforming Submission must be accompanied by a clear summary of all points of difference between the non-conforming Submission and the conforming Submission.
- 7.3 Each non-conforming Submission must be lodged on a separate Respondent's Submission Form.
- 7.4 A Submission may be considered as non-conforming if the Respondent has failed to supply any of the information required by the Expression of Interest, does not comply with any of the requirements of the Expression of Interest or has been lodged subject to any condition or qualification.
- 7.5 If more than one conforming Submission is lodged, each Submission must be accompanied by a clear summary of all points of difference between each conforming Submission.
- 7.6 The Principal will not be obliged to consider any Submission that does not comply with the requirements of the Expression of Interest.

## **8. LODGEMENT OF SUBMISSION**

- 8.1 Each Submission must be lodged in a sealed envelope, addressed to:

The Chief Executive Officer  
Fraser Coast Regional Council  
PO Box 1943  
HERVEY BAY QLD 4655

and clearly marked with the number and title of the Submission as shown on the front cover of the Expression of Interest.

- 8.2 Submissions must be lodged in the container marked "Tender Box" at:

**77 Tavistock Street, TORQUAY, QLD 4655**

- 8.3 Where a Respondent lodges a non-conforming Submission:

- (a) the conforming and non-conforming Submissions must be lodged in separate envelopes; and
- (b) the non-conforming Submission must be clearly marked, "ALTERNATIVE SUBMISSION" (in addition to being marked in accordance with Clause 8.1).

- 8.4 Submissions must be in the Tender Box by the Closing Time.

- 8.5 The Principal may extend the Closing Time at its discretion.

- 8.6 The Principal reserves the right to consider a Submission which is not in the Tender Box by the Closing Time if, in the opinion of the Principal, there is satisfactory evidence that:

- (a) the Submission was dispatched by prepaid post or courier service in sufficient time to effect delivery to the Tender Box by the Closing Time under normal circumstances; and
- (b) at the Closing Time the Submission was still in the course of delivery.

- 8.7 A Submission will not be accepted if it is submitted only:

- (a) electronically; or
- (b) by facsimile; or
- (c) electronically and by facsimile.

- 8.8 A Respondent must not alter or add to the Respondent's Submission Form unless required by the Expression of Interest.

- 8.9 A Submission is irrevocable for 90 days after the Closing Time.

8.10 The period in Clause 8.9 may be extended by mutual agreement between the Respondent and the Principal.

## **9. OPENING OF SUBMISSIONS**

9.1 Submissions will be opened after the Closing Time.

9.2 Submissions will be opened publicly, with the names of those submitting EOIs and the registered interest in either both or separate Aquatic Centres.

## **10. SUBMISSION EVALUATION PROCESS**

10.1 Submissions will be evaluated by reference to the criteria in section 481 of the *Local Government Act 1993*, as below, together with specific criteria relevant to the project:

- (a) open and effective competition;
- (b) value for money;
- (c) encouragement of the development of competitive local business and industry;
- (d) environmental protection;
- (e) ethical behaviour and fair dealing.

10.2 Each Submission will be evaluated using the information provided in the Respondent's Submission Form.

10.3 If a Respondent's Submission Form for a Submission is not fully completed or does not include all supporting documents and materials required by the Expression of Interest or the Respondent's Submission Form, the Submission may be rejected.

10.4 In evaluating Submissions, the Principal may:

- (a) require presentations from Respondents; and
- (b) conduct interviews with Respondent's staff and subcontractors; and
- (c) contact the referees of a Respondent; and
- (d) investigate a Respondent's structure and management, and that of any relevant subsidiary or related corporation; and
- (e) make its own assessment of the Respondent's ability to implement the Submission of the Respondent at the price (if any) indicated in the Respondent's Submission Form; and
- (f) verify that the Respondent holds all necessary permits, licences, approvals and certifications necessary to enable it lawfully to implement the Submission of the Respondent.

10.5 Respondents must give the members of the evaluation panel of the Principal any cooperation and assistance reasonably requested of them to facilitate consideration of their Submissions.

10.6 Compliance criteria for the Expression of Interest are specified in the Respondent's Submission Form. Each Submission will be assessed on a Yes/No basis as to whether each of the compliance criterion is satisfied by the Respondent or not. If a Respondent's Submission Form is assessed as "No" in respect of a criterion, the Submission may be rejected.

10.7 Qualitative criteria for the Expression of Interest are specified in the Respondent's Submission Form. The qualitative criteria may be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the project identified in the Expression of Interest. Each Respondent must address each of the qualitative criteria specified in the Respondent's Submission Form. If a Respondent fails to address any of the qualitative criteria in the Respondent's Submission Form, its Submission may be rejected.

10.8 The prices (if any) submitted by the Respondent in the Respondent's Submission Form are indicative prices only. A Respondent on the short list will be provided with an opportunity to

provide pricing information if the Principal invites tenders from the Respondents on the short list.

## **11. CLARIFICATIONS AND VARIATIONS**

- 11.1 The Principal may issue to Respondents before the Closing Time:
- (a) additional information; and
  - (b) information clarifying or correcting information previously provided,
- to assist them in preparing their Submissions.
- 11.2 If the Principal issues information to Respondents under Clause 11.1, each Respondent must take the information into account in the preparation of its Submission.
- 11.3 After the Closing Time, the Principal may (without limiting its options):
- (a) request clarification or further information from any Respondent; and
  - (b) invite all Respondents to change their Submissions in response to an alteration to the Specification or any of the terms and conditions of the Expression of Interest; and
  - (c) negotiate with one or more Respondents upon any aspect of their Submissions.

## **12. COMMISSIONS AND INCENTIVES**

- 12.1 A Submission will not be considered if anybody offers or gives anything to a Councillor of the Principal, or any officer or agent of the Principal, as an inducement for the purpose of seeking to influence the manner in which the Submission is evaluated.
- 12.2 Canvassing of a Councillor of the Principal, or any officer or agent of the Principal, by anyone submitting an Expression of Interest, or their representatives, will automatically disqualify the Expression of Interest.

## **13. CONFIDENTIALITY**

- 13.1 The Respondent:
- (a) acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and
  - (b) must not use the Confidential Information for any purpose other than preparing its Submission; and
  - (c) must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Submission; and
  - (d) must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Submission to be prepared; and
  - (e) must obtain the Principal's written consent before disclosing Confidential Information to a person other than a Relevant Person.
- 13.2 The consent of the Principal to disclosure of the Confidential Information by the Respondent may be given or withheld on such terms and conditions as the Principal considers appropriate.
- 13.3 The Respondent's obligation under this Clause 13 continues after closure of Submissions and the award of the Contract (if any).
- 13.4 The Principal reserves the right to retrieve from a Relevant Person any Confidential Information held by that person, subject to the Principal having given written notice to the Respondent in writing that the Relevant Person is to be denied access to the Confidential Information.

- 13.5 Failure or delay by the Principal in enforcing strict compliance with this Clause 13 or pursuing a remedy under this Clause 13 will not constitute a waiver or implied variation of the entitlement or remedy.
- 13.6 This Clause will not apply to an item of Confidential Information where the Respondent can establish that:
- (a) the item has been transferred to the public domain through no fault of the Respondent; or
  - (b) the item was already in the Respondent's possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
  - (c) it has received from the Principal written notification that the Principal no longer requires the Respondent to keep the item confidential.

## **14. SHORT LISTING OF RESPONDENTS**

- 14.1 The Principal may prepare a short list from the Respondents who responded to the Expression of Interest and invite tenders from the Respondents on the short list.
- 14.2 Unless otherwise stated in the Expression of Interest, a Submission may be for all or part of the requirements identified in the Specification.
- 14.3 However, if the Principal prepares a short list from the Respondents who responded to the Expression of Interest, the Principal reserves the right not to invite tenders from the Respondents on the short list.

## **15. FREEDOM OF INFORMATION**

- 15.1 The Respondent acknowledges that:
- (a) the FOI Act entitles members of the public to access documents held by Local Governments, including documents created by private entities; and
  - (b) nevertheless, access to exempt matter may be denied.
- 15.2 The Respondent must familiarise itself with the relevant provisions of the FOI Act dealing with what material must be disclosed and what information is exempt matter and may be withheld from disclosure.
- 15.3 The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the FOI Act.
- 15.4 Where a Submission contains:
- (a) material concerning the personal affairs of a person, living or dead; or
  - (b) trade secrets; or
  - (c) material (other than trade secrets) that is commercially valuable to the Respondent; or
  - (d) other material confidential to the Respondent,
- the Respondent must identify that material in the Submission as confidential.
- 15.5 Material not clearly identified in the Submission as confidential may be disclosed, without reference to the Respondent, to any person who applies for disclosure under the FOI Act.
- 15.6 In any event, the Principal reserves the right to disclose, in response to an application under the FOI Act, any material contained in or accompanying the Submission, including material identified in the Submission as confidential.

## **16. OWNERSHIP OF SUBMISSIONS**

- 16.1 Each Respondent's Submission Form (including all supporting documentation and materials submitted by a Respondent as part of, or in support of, a Submission) becomes the property of the Principal on submission and will not be returned to the Respondent.

- 16.2 However, the Respondent shall retain copyright and other intellectual property rights in respect of the Submission except to the extent specified in the Contract (if any).
- 16.3 The Principal may reproduce the Submission for the purposes of evaluation.

**17. POLICIES PARTICULAR TO THE PRINCIPAL**

- 17.1 Submissions will be evaluated by reference to policies which are particular to the Principal as follows:
- (a) The Principal's Procurement policy
  - (b) The Local Government Act



## PART 2

### EXPRESSION OF INTEREST

#### FRASER COAST AQUATIC CENTRES – FUTURE MANAGEMENT - CORP 10 – 2011/12

## SPECIFICATION

### 1 INTRODUCTION

Council is seeking Expressions of Interest from interested parties for an external management model for the Hervey Bay and Maryborough Aquatic Centres, either as a combined entity or as separate concerns.

### 2 SPECIFIC REQUIREMENTS OF THE CONTRACT

*The following details are to be provided as an attachment and numbered according to the numbers below. Information submitted will be used in assessing your Expression of Interest. However, at this point only an outline of these issues is required. **Full reports, costings etc are not required.** Should Council proceed to calling for Tenders following the assessment of EOIs\*, full details will be required at that stage.*

1. An outline of the proposal should include services provided and the management model including compliance with Work, Health and Safety requirements;
2. An outline of the proposed financial arrangements with Council, including lease fees, revenue streams, insurances, maintenance, capital improvements, utilities and outgoings (rates, water, sewerage, chemicals, water testing, etc);
3. An outline of relevant involvement in a similar proposal;
4. Details of any agents, sub-contractors, personnel etc to be involved in the proposal;
5. Details of how the proposal will be funded and managed financially;
6. Any relevant details which may support your submission.

**\* Respondents should note that pursuant to the Local Government Act and Finance Regulations, Council may invite some, all or no Respondents to submit a Tender following assessment of the Expressions of Interest received.**

### 3 IMPLEMENTATION TIMETABLE

Expressions of Interest are to include details of the proposed timetables for the establishment of services.

## 4 BACKGROUND INFORMATION

Both Aquatic Centres are operated 12 months of the year, with extended hours during the summer months.

### **Hervey Bay Aquatic Centre**

The Hervey Bay pool was officially opened on 20 February 1988.

The facility features: a 50-metre pool, a children's leisure pool with water slides and play equipment, an indoor heated learn-to-swim pool and heated 8-lane, 25-metre outdoor pool with a disability ramp.

Activities include: swimming club, learn-to-swim, underwater hockey, aqua aerobics, swimming squad training, recreational swimming, water polo, adult fitness squads and various carnivals.

### **Visits per class**

	<b>2009/2010</b>	<b>2010/2011</b>
Adult (12 months)	2633	2709
Child (12 months)	8	0
Family (12 months)	80	106
Adult (6 months)	5271	4639
Child (6 months)	100	152
Family (6 months)	940	419
Adult (20 pass)	6440	6067
Child (20 pass)	519	498
Adult (single)	20092	16860
Carer entry	1051	978
Child (single)	16234	13033
Rehabilitation	3766	4040

### **Maryborough Aquatic Centre**

Council is currently reconstructing the Maryborough Centre which includes a new 50m pool, a 25m pool, a new aqua therapy pool and a children's play area. The refurbishment will also include a new entrance which will incorporate the canteen and retail space, new amenities, new pumps and filters and landscaping.

There are no entry figures available for past seasons. The facility was leased out to the Maryborough Swimming Club and incorporated a Learn to Swim school and various training programs.

The construction of the new centre is expected to be completed by September 2012.

### **Fee and Charges**

Fees and charges are set by Council on a yearly basis and can be downloaded from the website.

## **5 LIAISON OFFICER – FURTHER INFORMATION**

Council's Liaison Officer for this project is the Executive Manager Community & Culture, Debra Moore who may be contacted at [debra.moore@frasercoast.qld.gov.au](mailto:debra.moore@frasercoast.qld.gov.au).

Please note that all enquires regarding this EOI should be forwarded in writing to the Liaison Officer, and details containing financial or potentially confidential information will only be provided to those who have been recorded on Council's Register as having obtained a copy of these EOI documents .



## **EXPRESSION OF INTEREST**

### **PART 3**

## **RESPONDENT'S SUBMISSION FORM**

<b>Expression of Interest (EOI)</b>	<b>FRASER COAST AQUATIC CENTRES – FUTURE MANAGEMENT</b>
<b>Closing Time:</b>	<b>11.00am - THURSDAY 5 APRIL 2012</b>
<b>EOI Number:</b>	<b>CORP 10 - 2011/12</b>



**EXPRESSION OF INTEREST**

**RESPONDENT'S SUBMISSION FORM**

To: The Chief Executive Officer  
Fraser Coast Regional Council  
PO Box 1943  
HERVEY BAY QLD 4655

PLEASE COMPLETE THIS FORM IN BLOCK LETTERS

<b>FULL NAME/S OF RESPONDENT:</b>	
<b>STREET ADDRESS OF RESPONDENT: (For service of notices)</b>	
<b>ABN OF RESPONDENT:</b>	
<b>TELEPHONE NO. OF RESPONDENT:</b>	
<b>FACSCIMILE NO. OF RESPONDENT: (For service of notices)</b>	
<b>POSTAL ADDRESS OF RESPONDENT: (For service of notices)</b>	
<b>EMAIL ADDRESS OF RESPONDENT:</b>	
<b>NATURAL PERSON AUTHORISED TO REPRESENT THE RESPONDENT: (If the Respondent is a corporation)</b>	
<b>In response to EOI "FRASER COAST AQUATIC CENTRE – FUTURE MANAGEMENT - CORP 10 – 2011/12"</b>	
The Respondent agrees to be bound by and comply with the terms and conditions of the Expression of Interest. The consideration specified by the Respondent in the Price Schedule (if any) is indicative only.	

ADDENDUM NO.	ADDENDUM DATE	SUBJECT OF ADDENDUM
<p><b>(Insert particulars of all addenda issued by the Principal)</b></p> <p>This Respondent's Submission Form is irrevocable for 90 days after the Closing Time unless extended by mutual agreement between the Respondent and the Principal.</p> <p>All terms used in this Respondent's Submission Form bear the meanings assigned to them in the Expression of Interest.</p>		
<p><b>This Respondent's Submission Form is dated the _____ day of _____ 20__</b></p>		

**ANTI-COMPETITIVE CONDUCT**

Anti-competitive conduct is prohibited under Australian Law. Council reserves its right to report all suspected instances of collusion to the Australian Competition & Consumer Commission (ACCC). Tenderers must disclose any involvement, past or present, in proceedings regarding anti-competitive conduct in Australia or overseas. This must include the tenderer and any other party associated with the tender e.g. sub-contractors, and include related companies, directors and senior management. The names of the parties to the proceedings, case number, general nature and current status of the proceedings must be provided.

Have you, or any of the parties to this Expression of Interest and/or subsequent contract, had any past or present involvement in anti-competitive conduct in Australia or overseas?

YES       NO

**If YES, please complete table below. Attach additional pages if needed.**

NAME	CASE NUMBER	NATURE OF CASE	STATUS

a) **TO BE COMPLETED IF THE RESPONDENT IS A CORPORATION:**

**THE COMMON SEAL** of ..... )  
..... ACN ..... )  
is affixed in accordance with ..... )  
its constitution in the ..... )  
presence of: ..... )

.....  
Secretary/Director

.....  
Director

.....  
Name of Secretary/Director (print)

.....  
Name of Director (print)

.....  
Witness

.....  
Name of Witness (print)

b) **TO BE COMPLETED IF THE RESPONDENT IS A CORPORATION BUT DOES NOT EXECUTE UNDER A COMMON SEAL:**

**EXECUTED** by ..... )  
..... ACN ..... )  
by being signed by ..... )  
..... )  
a Director, and ..... )  
..... )  
, a Director/the Secretary in accordance with ..... )  
section 127 of the *Corporations Act 2001* in ..... )  
the presence of: ..... )

.....  
Witness

.....  
Director

.....  
Name of Witness (print)

.....  
Name of Director (print)

.....  
Witness

.....  
Director/Secretary

.....  
Name of Witness (print)

.....  
Name of Director/Secretary (print)

c) **TO BE COMPLETED IF THE RESPONDENT IS A CORPORATION, DOES NOT EXECUTE UNDER A COMMON SEAL AND HAS A SOLE DIRECTOR/SECRETARY:**

**EXECUTED** by ..... )  
..... ACN ..... )  
by being signed by ..... )  
..... )  
the sole Director/Secretary in accordance with ..... )  
section 127 of the *Corporations Act 2001* in ..... )  
the presence of: ..... )

.....  
Witness

.....  
Sole Director/Secretary

.....  
Name of Witness (print)

.....  
Name of Sole Director/Secretary (print)

d) **TO BE COMPLETED IF THE RESPONDENT IS AN INDIVIDUAL:**

**SIGNED** by ..... )  
..... )  
..... )  
Print Name ..... )  
in the presence of: ..... )

.....  
Signature

.....  
Witness

.....  
Name of Witness (print)

e) TO BE COMPLETED IF THE RESPONDENT IS A PARTNERSHIP OF INDIVIDUALS (every partner must sign – add more spaces if necessary)

**SIGNED** by )  
 )  
..... )  
Print Name )  
in the presence of: )

.....  
Signature

.....  
Witness

.....  
Name of Witness (print)

**SIGNED** by )  
 )  
..... )  
Print Name )  
in the presence of: )

.....  
Signature

.....  
Witness

.....  
Name of Witness (print)