



Bulloo
Shire

EXPRESSION OF INTEREST

Expression of Interest (EOI):	Wild Dog Exclusion Fence Subsidy
Closing Time:	4:00pm on Friday 14 th February 2020
EOI Number:	EOI2019-2020-102

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1. DEFINITIONS

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

‘Closing Time’ means **Friday, 14th February 2020 at 4.00pm** 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 Donna Hobbs, Rural Services Manager.

‘Contract’ means 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 Respondent.

‘Expression of Interest’ or **‘EOI’** means this Expression of Interest, document EOI2019-2020-102.

‘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 described by regulation under the *Local Government Act 2009*.

‘Personal Information’ has the meaning given in the *Information Privacy Act 2009*.

‘Principal’ means **Bulloo Shire 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 including in this Expression of Interest.

‘RTI Act’ means the *Right to Information Act 2009*.

‘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. INTRODUCTION

Council is seeking landholder interest for the installation of wild dog exclusion (predator control) fencing on rural properties throughout the Bulloo Shire.

Council would like you to indicate your interest in participating in a facilitated model of a subsidy scheme. It is important to note however, this is purely an Expression of Interest process only to establish how many people are interested and does not commit yourself or Council to any actions at this stage. It is also important to note, **Council still needs to receive Government approval to fund this scheme and if approval isn't granted, the scheme will not proceed.**

The scheme Council is proposing would involve the following steps:

1. Council identifying all rural landholders that are willing to participate (this EOI);
2. Council and those landholders signing a Contract confirming their commitment;
3. Council inspecting the fully constructed fence to ensure it meets the Wild Dog Exclusion Fencing Standards specified in Attachment A; and
4. Payment of subsidy upon approval of fence.

To be eligible for the scheme, the fence must be built to the standards in the Wild Dog Exclusion Fencing Standards (Attachment A). It is anticipated based on other similar examples that costs would be in the order of \$9,000/km but will vary based upon individual properties circumstances.

We have included in this Expression of Interest a Respondent's Submission Form seeking information about your property details and potential fencing requirements for your property. Please note, if the scheme is approved, you would be required to provide additional details and sign a Contract confirming your commitment to the program at a later date.

We would appreciate your feedback by no later than **4:00pm on Friday 14 February 2020**. Due to short timelines of the funding program, this date is unable to be negotiated.

3. BRIEFING/SITE INSPECTION

- 3.1 Should the Principal receive Government approval to fund this scheme, a site inspection of the completed works will be performed by the Principal at the successful Respondent's property to ensure fencing is compliant with the standards specified in Attachment A.

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.
- 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) authorize the Principal and their 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 the 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 themselves of the nature of the obligations they 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 themselves that the information is adequate and accurate; and
 - (f) satisfy themselves that the information in the Submission is accurate and complete; and
 - (g) satisfy themselves that the Submission complies in all respects with the requirements of the Expression of Interest.
- 5.2 In evaluating Submissions, 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 the Submission; and
- (c) participating in any post Submission activities.

5.4 A Submission will not be considered if the Respondent or anybody on their 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 Only one (1) Respondent's Submission Form is to be completed per rural landholder (may include more than one property).

6.4 A rural landholder is defined as a BSC ratepayer having rural land within the Bulloo Shire area.

6.5 A copy of your property map must be included (one for each property) – either digitally or in hard copy.

6.6 The Respondent's Submission Form must be duly executed in a manner that binds the Respondent.

6.7 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. LODGEMENT OF SUBMISSION

7.1 Submissions must be lodged either by electronic copy or post by no later than the Closing Time and addressed to:

Chief Executive Officer
Bulloo Shire Council
PO Box 46
Thargomindah QLD 4492

clearly marked with Expression of Interest no. EOI2019-2020-102 and title of the Submission as shown on the front cover of the Expression of Interest.

7.2 Submissions will be placed in the container marked "Tender Box" at the Bulloo Shire Council's Administration Centre on Dowling Street, Thargomindah.

7.3 Submissions must be in the Tender Box by the Closing Time.

- 7.4 The Principal may extend the Closing Time at its discretion.
- 7.5 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.
- 7.6 Lodgements by email must be emailed to tender@bulloo.qld.gov.au and:
- a) must keep the file size of each document below 15MB (100MB in total for any Tender); and
 - b) must ensure, prior to submitting the Tender, that it is free from viruses and has been checked with an up-to-date virus checking program.
- 7.7 Any files too large to email, please contact Council and you will be assisted.
- 7.8 A Respondent must not alter or add to the Respondent's Submission Form unless required by the Expression of Interest.
- 7.9 A Submission is irrevocable for 90 days after the Closing Time.
- 7.10 The period in Clause 7.9 may be extended by mutual agreement between the Respondent and the Principal.

8. OPENING OF SUBMISSIONS

- 8.1 Submissions will be opened after the Closing Time.
- 8.2 Submissions **will not** be opened publicly.

9. CLARIFICATIONS AND VARIATIONS

- 9.1 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.
- 9.2 If the Principal issues information to Respondents under Clause 9.1, each Respondent must take the information into account in the preparation of their Submission.
- 9.3 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.

10. COMMISSIONS AND INCENTIVES

- 10.1 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.

11. CONFIDENTIALITY

- 11.1 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 their 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 their 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.
- 11.2 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.
- 11.3 The Respondent's obligation under this Clause 11 continues after closure of Submissions and the award of the Contract (if any).
- 11.4 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.
- 11.5 Failure or delay by the Principal in enforcing strict compliance with this Clause 11 or pursuing a remedy under this Clause 11 will not constitute a waiver or implied variation of the entitlement or remedy.
- 11.6 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.

12. RIGHT TO INFORMATION AND DISCLOSURE

- 12.1 The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including Local Governments).

- 12.2 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.
- 12.3 Information provided by the Respondent is potentially subject to disclosure to third parties pursuant to the RTI Act.
- 12.4 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 their Submission. The Principal cannot guarantee that any information provided by the Respondent will be protected from disclosure under the RTI Act.
- 12.5 The Respondent must familiarise themselves 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.
- 12.6 The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the RTI Act.

13. OWNERSHIP OF SUBMISSIONS

- 13.1 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.
- 13.2 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).
- 13.3 The Principal may reproduce the Submission for the purposes of evaluation.

14. INFORMATION PRIVACY

- 14.1 The Principal is bound by the provisions of the *Information Privacy Act 2009*.
- 14.2 By submitting a Submission, the Respondent warrants that it has obtained the consent of each individual whose Personal Information is included in the Submission for:
 - (a) the inclusion of their Personal Information in the Submission; and
 - (b) the use of the Personal Information by the Principal for the purpose of evaluating the Submission; and
 - (c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting the Principal with the evaluation of the Submission.
- 14.3 The Respondent must indemnify the Principal against any claim, damage or loss (including legal costs and expenses) that the Principal may incur as a consequence of a breach by the Respondent of the warranty in Clause 14.2.
- 14.4 Any Personal Information exchanged between the Respondent and the Principal must be dealt with in accordance with the *Information Privacy Act 2009*.
- 14.5 The Respondent must immediately notify the Principal upon becoming aware of any breach of this Clause 14.

15. RESPONDENT'S SUBMISSION FORM

Expression of Interest – Wild Dog Exclusion Fence Subsidy

Landholder/Business Name:					
Primary Contact:					
Phone:		Email:			
Postal Address:					
Secondary Contact:					
Phone:		Email:			
Postal Address:					
Registered Property Owner:					
Property Name & Address:					
Lot & Plan:					
Total Area to be Fenced (ha) and Total Fence Length (km):					
Total Carrying Capacity:					
Cattle		Sheep		Goats	
Potential Increase After Fencing:					
Cattle	%	Sheep	%	Goats	%

Add any additional comments below:

16. ATTACHMENT A – WILD DOG EXCLUSION FENCING STANDARDS

To be eligible for the Wild Dog Exclusion Fencing Subsidy, the fence must be built to the following standards:

- (a) the minimum mesh height of the fence shall be 1.5m;
- (b) the apron should be at least 300mm as a minimum and it should be strained if not sprung;
- (c) the distance between uprights should be no more than eight metres;
- (d) mesh size shall be suitable enough to stop the movement of wild dogs;
- (e) the recipient must be satisfied that the fence can withstand storm/wind/fire damage and corrosion;
- (f) the recipient must comply with any obligations under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*;
- (g) where the recipient undertakes to engage an organisation to build fencing as part of the activity, the recipient will ensure it is satisfied as to the materials used to construct the fence and the method of construction of the fence; and
- (h) in, but not limited to, creeks, gullies, public lands and road crossings, it is recognised these fencing requirements may not be appropriate and alternative methods used to prevent the movement of wild dogs will need to be outlined.