

# Expression of Interest

Provision of Maintenance Service of Council Cemeteries

## Record of versions

Version	Date Published	Reason for Amendments	Resolution	Author or Document Owner

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## 1 Background

Snowy Monaro Regional Council (SMRC) is seeking Expressions of Interest from suitably qualified parties with the capacity and capability to enter into a contractual agreement for the provision of maintenance works at Council managed cemeteries across the region.

## 2 Project Objective

Council aims to ensure that cemeteries are maintained regularly in a manner that is both safe and respectful. In line with Local Government Cemeteries and Crematoria NSW requirements.

Maintenance must:

Ensure public access is preserved

Address hazards such as fallen trees and debris as soon as possible.

## 3 Contract Areas & Submission Options

Given the geographic spread of cemeteries across the region, the work has been divided into several contract areas. Interested parties may submit an EOI for:

- A single area
- Multiple areas, depending on their capacity and resources.
  - Areas are detailed in (5) Submission Requirements
- **Contract areas:** - further information on these sites is below:
  - Cooma Cemetery
  - Berridale/Jindabyne/Adaminaby district – 6 cemeteries
  - Bombala District – 5 cemeteries

## 4 EOI Process

### EOI Advertised:

**Registration:** Interested parties should email [council@snowymonaro.nsw.gov.au](mailto:council@snowymonaro.nsw.gov.au) to express their interest in registering. Subsequent submission for the RFQ will need to be done via registering to Vendor Panel by following this link - <https://vendorpanel.com/platform/suppliers>

### On-Site Inspection:

### Clarification Questions Submission Deadline:

### Clarification Answers Provided By:

### EOI Responses Submission Deadline:

## 5 Submission Requirements

SMRC invites suitably qualified parties to submit a response to this EOI. Responses should address the following criteria:

- Contract area
- Machinery availability
- Resources/staff
- Experience

### 5.1 Cooma Cemetery

The contractor must maintain the grass to a height of 25mm to 50mm.

- Cooma Lawn Sections are maintained weekly
- Cooma General Sections are maintained on a fortnightly basis
- Edges of paths, graves trees shall be trimmed by hand or using other mechanical means to be maintained at the same height as the adjoining lawn.
- Edges adjoining headstones, and masonry work may be controlled by herbicide or other approved method with a width not exceeding 100mm.
- Records of all chemical application shall be kept and able to be provided on request.
- The irrigation system within the lawn section of the cemetery shall be used when natural precipitation is less than desirable to maintain grass growth and texture.
  - The contractor will be trained in the operation of the irrigation system and the need confirmed through liaison with Council's Cemetery Management.
- Garbage Removal – The contract shall empty rubbish receptacles around the cemetery and remove to an approved location.
- Dead and displaced flowers will be collected and moved to the garbage receptacles.
- Additional maintenance maybe required on an at needs basis.

### 5.2 Berridale/Jindabyne/Adaminaby District

There are six cemeteries that require maintenance in this district. The cemeteries in this contract area are:

- Gegedzerick
- Boloco
- Moonbah
- Jindabyne
- Adaminaby
- Round Plain

The cemeteries are to be maintained as follows:

- Monthly at need basis throughout the growing period – October to April
- EOI would be required on a per cemetery basis.
- The contractor must maintain the grass to a height of 25mm to 50mm.
- Edges of paths, graves trees shall be trimmed by hand or using other mechanical means to be maintained at the same height as the adjoining lawn.
- Edges adjoining headstones, and masonry work may be controlled by herbicide or other approved method with a width not exceeding 100mm.
- Records of all chemical application shall be kept and able to be provided on request

### 5.3 Bombala District

There are 5 Cemeteries which require maintenance in the Bombala district.

- Bombala
- Cathcart
- Bibbenluke
- Delegate
- Aston

- EOI would be required on a per cemetery basis.
- Bombala Cemetery – mown and maintained on a fortnightly basis during the growing season of September to April.
- Delegate Cemetery – mown and maintained on a fortnightly basis during the growing season of September to April
- Cathcart Cemetery – on a monthly at need basis throughout the growing period – September to April.
- Bibbenluke Cemetery – on a monthly at need basis throughout the growing period – October to April.
- Aston Cemetery – require basic maintenance during the growth period to maintain accessibility
- The contractor must maintain the grass to a height of 25mm to 50mm.
- Edges of paths, graves trees shall be trimmed by hand or using other mechanical means to be maintained at the same height as the adjoining lawn.
- Edges adjoining headstones, and masonry work may be controlled by herbicide or other approved method with a width not exceeding 100mm.
- Records of all chemical application shall be kept and able to be provided on request

**Upgrades and Maintenance:** Detail any upgrades that will be undertaken and the commitment to ongoing maintenance.

**Licence Term:** Two years with an option to extend by a further two years

## 6 Expression of Interest Terms and Conditions

### General Conditions

1. Responses must comply with the requirements set out in this EOI and the conditions listed below. Non-compliant responses may be considered or set aside at SMRC's sole discretion.
2. By submitting a response, Respondents are deemed to have:
  - Examined the EOI and any other information provided for the purpose of registering a response
  - Examined all relevant information on risks, contingencies, and other matters affecting their response
  - Examined statutory requirements and ensured they are not engaging in anti-competitive, collusive, deceptive, or misleading practices
  - Verified the correctness and sufficiency of their response
3. Respondents must provide proof of their legal status in their responses.

### Reservations

1. This EOI is for information purposes only and does not constitute an offer. Other than the Respondent's acceptance of these terms, it is not intended to create any legal rights or obligations.
2. Respondents must make their own enquiries and seek advice regarding the assets and this EOI opportunity.

3. SMRC reserves the right to modify, suspend, terminate, or delay the selection process and/or terms and conditions set out in this EOI, to issue addenda, or to elect not to proceed with a licence agreement. SMRC is not liable for any loss suffered by any Respondent due to these actions.
4. SMRC is not obligated to accept or select any responses. SMRC reserves the right to accept responses for some but not all of the scope of activity described, to shortlist one, more than one, or no organisation based on the responses received. SMRC may consider any response regardless of its conformity to this EOI, advertise further EOIs, and negotiate with any party outside this EOI.
5. SMRC reserves the right to invite other interested parties to submit responses, shortlist any number of parties, deal with different parties on different bases, deal exclusively with one or more parties, and negotiate with any one or more parties.
6. SMRC may engage a third party to assess a Respondent's financial, technical, planning, and resource capabilities.
7. SMRC may seek clarification or further information in relation to any response.
8. To the extent permitted by law, neither SMRC nor its employees or consultants shall be liable to any Respondent or any other person for any loss, expense, damage, or other liability arising from or incurred as a result of anything contained in (or omitted from) the information provided in this EOI.
9. SMRC makes no representation or warranty as to the significance, adequacy, accuracy, currency, reliability, or completeness of any information provided in this EOI.
10. SMRC will not be liable to pay or reimburse any costs or expenses incurred by any Respondent in preparing and submitting a response or in negotiating with SMRC in relation to their response.
11. Respondents understand that the formal process for quotation will require them to register to Vendor Panel - <https://vendorpanel.com/platform/suppliers>. Registration to Vendor Panel is free for suppliers. All enquiries relating to vendor panel should be made to [support@vendorpanel.com.au](mailto:support@vendorpanel.com.au)

## **Use and Ownership of Responses**

### **Ownership of Responses**

1. All responses and accompanying documentation submitted in response to this EOI, including all intellectual property, become the property of SMRC. If a response includes pre-existing material with third-party intellectual property, the Respondent grants a licence to SMRC to use such intellectual property.

### **Ownership of Information**

1. All information, reports, or data provided to Respondents by SMRC are owned by SMRC. Respondents shall not use the information other than in developing their EOI response without written approval from SMRC.

### **Use of Responses**

1. By submitting a response, each Respondent acknowledges and agrees that SMRC may use the response for the following purposes:
  - To assess all responses received by SMRC, in accordance with this EOI

- To prepare an invitation for selected Respondents to make a proposal based on more detailed specifications or criteria
- To seek further information or clarification from a Respondent on any matter addressed in their response
- To register to Vendor Panel as the e-platform for quotations.

**Disclosure**

1. SMRC reserves the right to publish or disclose the names of successful and/or unsuccessful Respondents and the terms of any contract entered into, subject to any information SMRC agrees to keep confidential.
2. By submitting their response, each Respondent grants SMRC permission to reproduce their response for review purposes and to determine SMRC's final requirements for any future procurement process. Responses will be treated as confidential by SMRC, except as required by law, for investigations by relevant authorities, to external consultants and advisors, to other government departments or agencies, or as required by government policy.