

# FUTURE MELBOURNE (CONNECTED CITY) COMMITTEE REPORT

Agenda Item 5.2

## EXPRESSION OF INTEREST FOR CAR SHARE OPERATIONS IN THE CITY OF MELBOURNE

8 March 2011

**Presenter:** Geoff Robinson, Manager Engineering Services

### Purpose and background

1. The purpose of this report is to provide the Committee with the opportunity to review the attached Expression of Interest (EOI) for the allocation of on-street parking spaces for car share providers.
2. In September 2010 the Committee resolved as follows:  
  
*That the Future Melbourne Committee agrees in principle to proceed with an Expressions of Interest that assumes:*
  - an allocation of on-street parking spaces within the Hoddle Grid for exclusive use by car sharing companies, on a three year trial basis, pending the approval of a formal policy;
  - seek indicative fee proposals through the Expressions of Interest process to potentially offset revenue loss;
  - an allocation of on-street car share parking bays outside the Hoddle Grid; and
  - that a briefing note be prepared to Councillors setting out the details of the Expression of Interest proposal.
3. Without properly appreciating that the resolution required all future spaces everywhere to be subject to the EOI and therefore acting in error, Council officers have approved in the past six months an increase from 27 to 62 on-street car sharing spaces in locations *outside* the Hoddle Grid for Flexicar, GoGet and GreenShareCar. All of these are currently provided free of charge. No on-street car sharing spaces have been approved in the Hoddle Grid. There are six off-street car sharing spaces in the City Square car park, for which a current annual fee of \$1500 per space is applied.

### Key Issues

4. The EOI will require the companies to nominate the number of spaces and locations they wish to occupy and the annual fee per space that they are prepared to pay. This process will assist in determining the final location, annual fee payable and allocation of the proposed 20 spaces in the Hoddle Grid amongst the potential car sharing companies. Currently the parking revenue for each Hoddle Grid space is approximately \$10,000 per annum.
5. The EOI will also require the companies to nominate the annual fee per space that they would be prepared to pay for existing and future spaces outside the Hoddle Grid, which are currently provided free of charge.

### Recommendation from management

6. That the Future Melbourne Committee:
  - 6.1. authorise the Chief Executive Officer to proceed with the Expressions of Interest (EOI) as attached to this report; and
  - 6.2. note that a further report detailing the outcomes of the EOI will be submitted to the Future Melbourne Committee.

### Attachments:

1. Supporting Attachment
2. Expression of Interest for Management of Car Share Parking Spaces in Central City Hoddle Grid 2373

## SUPPORTING ATTACHMENT

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### Legal

1. Legal advice will be provided, as required, in relation to the proposed Expressions of Interest (EOI) process.

### Finance

2. The provision of 20 car sharing spaces within the Hoddle Grid at no cost would result in a total loss of parking meter revenue of approximately \$200,000 (\$10,000 per space) per annum. The EOI will determine the annual fee per parking space which car share companies are prepared to offer, to assist in partial recovery of this revenue loss.
3. Each additional car sharing space outside the Hoddle Grid provided at no cost is expected to result in loss of revenue of approximately \$2,800 per annum. The EOI will determine the annual fee per parking space which car share companies are prepared to offer, to assist in partial recovery of this revenue loss.
4. The current fee charged for the six car share spaces in Council's City Square car park is \$1,500 per annum. Potential parking revenue for each of these spaces is approximately \$7,000 per annum.

### Conflict of interest

5. No member of Council staff, or other person engaged under a contract, involved in advising on or preparing this report has declared a direct or indirect interest in relation to the matter of the report.

### Stakeholder consultation

6. Council officers have consulted with car share companies to initially determine their preferred locations of potential on-street car share spaces within the Hoddle Grid. Council will continue this consultation prior and during the proposed Expression of Interest process.

### Relation to Council policy

7. The promotion of car sharing is in line with the Council's 'Moving People and Freight Transport Strategy 2006-2020' which supports car sharing as a viable alternative to car ownership. To date this support has included the allocation of on and off street parking bays for car share operators in the central city and inner suburbs, assistance with operational issues and cross-promotion of the availability of the various schemes. However, to date, this support has not included the allocation of on-street parking bays within the Hoddle Grid.
8. The CBD and Docklands Parking Plan also support car sharing and identify the need for a 'protocol' to assist Council in supplying car parking for use by car share operators.

### Environmental sustainability

9. The extensive research undertaken by an independent consultant indicates that increased usage of car sharing reduces private car dependency and use, and promotes sustainable travel behaviour among its members by increasing participation in walking, cycling and public transport.



## **INVITATION TO REGISTER**

## **EXPRESSION OF INTEREST**

## **FOR**

## **MANAGEMENT OF CAR SHARE PARKING SPACES**

<b>CONTRACT NUMBER:</b>	2373
<b>CONTRACT TERM</b>	Three (3) years
<b>COUNCIL CONTACT OFFICER:</b>	Roger Berriman
<b>Telephone:</b>	(03) 9658 8698
<b>Facsimile:</b>	(03) 9658 8886

### **EOI CLOSING INFORMATION:**

<b>Time:</b>	2.00 pm
<b>Date:</b>	29 April 2011
<b>Location:</b>	In the Tender Box Reception Area, Ground Floor, Council House 200 Little Collins Street Melbourne.

**Document Date:** 15 February 2011

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## **SECTION 1**

### **INTRODUCTION**

**1. CITY OF MELBOURNE**

- 1.1 The distinctive physical character of City of Melbourne is a major factor contributing to the economic and social vitality and viability of Melbourne. Few other capital cities can boast such significant parklands, boulevards, waterways and open spaces so close to the Central Business District (CBD) to attract local, interstate and international visitors as well as City residents and business houses. The City's assets play an important economic role as Melbourne develops an identity as a city of international significance.
- 1.2 Melbourne City Council (Council), as custodian of these assets, has a responsibility to current and future generations to preserve and develop this heritage. Council's service providers and contractors make an important contribution to Melbourne's image as Australia's "Most Liveable City" by maintaining high quality infrastructure and services that create a healthy, safe and comfortable working and living environment for residents, businesses and visitors.

**2. TENDERING PHILOSOPHY**

- 2.1 As part of its responsiveness to business and community expectations, Melbourne City Council (Council) promotes public accountability and probity in its contractual arrangements. Accordingly, Council has adopted a system of open contracting and tendering (Open Tender System) that provides for transparency of the evaluation process. Council may discuss Tender Evaluation Reports in open session of Council Committee meetings.
- 2.2 The City of Melbourne places the onus on the Registrant to identify information that it believes should be classified as Commercial-in-Confidence and, therefore, not disclosed. The City of Melbourne expects that the extent of this information should be limited and reserves the right to exclude from evaluation information that the Registrant unreasonably classifies for non-disclosure.

**3. EXRESSION OF INTEREST**

- 3.1 The City of Melbourne is seeking Expressions of Interest from consortia or individual commercial organisations that provide car-share schemes to utilise a number of on-street parking spaces within the Hoddle Grid of the City of Melbourne to deliver their car-share services, generally as detailed in Section 4 of this document, 'General Scope of Services'. Interest is also sought from organisations in regards to occupying, or continuing to occupy, a number of on-street spaces outside the Hoddle Grid.
- 3.2 The Expression of Interest (EOI) is the first of a two-stage process to obtain suitable Service Provider(s) to undertake the proposed services under a formal agreement with the City of Melbourne. The experience and capability of Registrants lodging an Expression of Interest will be evaluated strictly on the criteria stated in Section 2 against the information requested in Section 3 of this document.
- 3.3 Organisations that are successful in the Expression of Interest evaluation procedure will be short-listed and there may then be a negotiation process. Suitable organisations may proceed to the second stage of the process by being invited to submit a quotation although the City of Melbourne reserves the right to deal with one or more companies based solely on their response to the Expression of Interest. Following the selection of suitable organisations, it is proposed that a contract be awarded for the provision of the services for a three year period with a two year option to renew.

**4. GENERAL SCOPE OF SERVICE**

- 4.1 The City of Melbourne is seeking Expressions of Interest from commercial organisations or consortia to deliver an independent-of-Council car-share service to their customer base.
- 4.2 The City of Melbourne intends to provide dedicated access to a number of existing on-street fee parking spaces within the "Hoddle Grid" and a variety of on-street parking spaces outside the "Hoddle Grid" for commercial organisations that provide a car-share service to their customers.

- 4.3 This Expression of Interest seeks proposals to utilise a number of on-street fee parking spaces within the "Hoddle Grid" and a variety of on-street spaces outside the "Hoddle Grid" of the City of Melbourne for a period of three (3) years.
- 4.4 Generally, the City of Melbourne intends that the parking spaces within the Hoddle Grid may be shared between several Registrants that submit suitable proposals, on the basis that no one company, as a successful tenderer, should receive more than twenty (20) spaces or less than three (3) spaces. The parking spaces shall be selected from the City of Melbourne's current stock on on-street fee parking spaces, and shall be proposed initially by the Registrant, subject to acceptability and approval from the City of Melbourne. Unsuccessful Registrants or unsuccessful tenderers will not receive any allocation of parking spaces.
- 4.5 The provision of parking spaces within the Hoddle Grid to commercial car-share companies will result in a significant loss of income to the City of Melbourne, potential loss of parking amenity to abutting businesses and visitors of the central city, and a financial and service benefit to these companies. On this basis, the primary consideration in assessing suitable Registrants for the City of Melbourne will be the amount of compensation that the Registrants to this Expression of Interest will provide in return for access to these on-street parking spaces. It is therefore requested that registrants clearly state how many spaces within the Hoddle Grid they request, the precise locations of the requested spaces and the annual fee they are willing to pay to occupy the spaces.
- 4.6 The City of Melbourne will provide line-marking and parking sign amendments to suit the selected parking spaces at no cost to the company involved, and the City of Melbourne shall maintain these signs and lines for the duration of the Scheme.
- 4.7 The companies involved in the Scheme shall pay annually and in advance to the City of Melbourne the fee they offer to have the parking spaces specifically set aside to enable the company to deliver its car share service.
- 4.8 While the City of Melbourne currently provides on-street spaces outside of the Hoddle Grid free of charge for organisations to deliver car share services, the provision of these spaces does result in a loss of income or potential loss of income to the City of Melbourne. This EOI provides for organisations to state the annual fee they would be willing to pay to continue to occupy spaces outside the Hoddle Grid and detail the precise location of any new spaces they request.

## 5. INDICATIVE TIMETABLE

- 5.1 The indicative timetable for the Expression of Interest process is:
- A Briefing Session will be held for prospective Registrants on 29 March 2011.
  - Closing date for Expression of Interest is 2 p.m. on 29 April 2011.
  - Expression of Interest will be evaluated and a short-list compiled. Notification to successful and unsuccessful registrants will be 13 May 2011.

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**CONDITIONS OF REGISTRATION**



**1. DEFINITIONS**

- 1.1 In this Invitation to Register an Expression of Interest the following terms will, if not inconsistent with the context, have the meaning indicated:
- 1.1.1. "Expression of Interest" means the documents from the Invitation to Register an Expression of Interest Document that the Registrant is required to duly execute and complete and lodge with the Council in accordance with the Conditions of Registration;
  - 1.1.2. "Registration Schedules" means the schedules attached to this Invitation to Register an Expression of Interest, to be fully completed by the Registrant, and includes any responses to requests for information contained in the Registration Schedules;
  - 1.1.3. "Registrant" means the person or persons identified on the Registration Form and includes all persons on whose behalf the person named therein may be deemed to have lodged the Expression of Interest; and
  - 1.1.4. "Council" means the Melbourne City Council.

**2. EXPRESSION OF INTEREST PROCESS**

- 2.1 The Expression of Interest (EOI) is the first of a two-stage process to obtain a suitable Service Provider to undertake the proposed services under a formal agreement with Council.
- 2.2 The Expression of Interest marks the first stage of the process of assessing prospective organisations with established and proven expertise and resources in the provision of innovative service options. The Expression of Interest may also be used to assist Council to refine its specifications.
- 2.3 Registrants to this Invitation to Register an Expression of Interest will be evaluated against pre-defined criteria on the information requested in this document. Registrants will be responsible for submitting all the information that is requested and for lodging their Expression of Interest in the Tender Box by the stated closing time and date.
- 2.4 Registration of consortia will be accepted for evaluation on the condition that Registrants provide full details of their proposed legal and operational business frameworks.
- 2.5 Organisations that are successful in the Expression of Interest evaluation procedure will be short-listed and proceed to the second stage of the process by being invited to Tender. Organisations that have not qualified for the tendering stage will be notified. No evaluation information regarding the Expression of Interest will be made available until contract(s) have been awarded for the proposed services.
- 2.6 Organisations submitting an Expression of Interest accept that Council's decisions relating to the Expression of Interest are final and binding.

**3. INVITATION TO REGISTER EXPRESSION OF INTEREST DOCUMENTS**

- 3.1 The Invitation to Register an Expression of Interest document shall consist of:
- 3.1.1. the Introduction;
  - 3.1.2. these Conditions of Registration;
  - 3.1.3. the Registration Form & Schedules;
  - 3.1.4. the General Scope of Services; and
  - 3.1.5. any additional documents issued by Council which are stated to apply to the Expression of Interest.

- 3.2 References to the Invitation to Register an Expression of Interest document includes any documents annexed or appended to the Invitation to Register an Expression of Interest document listed above.
- 3.3 The Invitation to Register an Expression of Interest document remains the property of Council and may only be used for the purpose of preparing a response to the Invitation to Register an Expression of Interest.
- 3.4 All Expressions of Interest and any accompanying documents become the property of Council. The Registrant is to submit an Expression of Interest on the basis that Council may use, retain and copy the information contained therein for the purpose of evaluating Expressions of Interest, identifying preferred Registrant(s), negotiating any resultant Contract or in responding to a claim raised by a Registrant concerning the Expression of Interest evaluation process. Ownership of intellectual property in the Expression of Interest remains vested in the Registrant.
- 3.5 The Invitation to Register an Expression of Interest document contains details relevant to the proposed contract. No representations, advice, information or material whatsoever regarding the Expression of Interest have any force or effect unless they appear expressly in, or in a written Addendum to, the Invitation to Register an Expression of Interest document issued by the Council and identified by the Expression of Interest reference Contract No. The Expression of Interest reference Contract No. is stated in the Annexure to these Conditions of Registration.
- 3.6 Without limiting the above paragraph, the Invitation to Register an Expression of Interest document supersedes any prior representations made to the Registrant or advice, information or material previously provided to the Registrant with regard to the Expression of Interest and/or the proposed contract.
- 3.7 Confirmation of use of hard copy plans and drawings
- 3.7.1. Registrants acknowledge that plans or drawings obtained directly or indirectly via electronic transmission may not be accurately reproduced. The Registrant must not use or rely on plans or drawings obtained directly or indirectly via electronic transmission, this includes without limitation plans or drawings available from Council's tenders-on-line internet service.

#### **4. CONTENTS OF EXPRESSION OF INTEREST**

- 4.1 The Expression of Interest must:
- 4.1.1. be submitted on a completed Registration Form signed by the Registrant or a duly authorised representative of the Registrant; and
- 4.1.2. include fully completed Schedules, written statements, documents and all other information requested in accordance with the Invitation to Register an Expression of Interest Document, Section 3 Registration Form and Schedules.

#### **5. EXPRESSION OF INTEREST LODGMENT**

- 5.1 Unless otherwise stated in the Annexure to these Conditions of Registration, the Registrant shall submit an original only together with an electronic copy of its Expression of Interest, securely bound or fixed and, where practical, pages shall be consecutively numbered.
- 5.2 Expression of Interest submissions shall be enclosed in a sealed envelope and shall be lodged in the Tender box located in the Reception Area, Ground Floor, Council House, 200 Little Collins Street, Melbourne, prior to the closing time for Expressions of Interest stated on the Registration Form. Envelopes containing Expression of Interest submissions are to be clearly marked "Expression of Interest" together with the Contract Number and Name.
- 5.3 The sealed envelope containing the Expression of Interest shall include all required matters referred to in Clause 4 together with any supporting material, all endorsed with the Expression of Interest Contract No. reference.
- 5.4 Expressions of Interest forwarded to CoM via facsimile or E-mail will not be accepted.

5.5 Expressions of Interest lodged after the closing time stated on the Registration Form will not be accepted.

5.6 The Council will not make any payment to the Registrant for the preparation and submission of the Expression of Interest.

## **6. NON-CONFORMING EXPRESSIONS OF INTEREST AND LATE LODGMENT**

6.1 Late lodgement of Expressions of Interest will not be considered and will be returned to the Registrant. Any Expression of Interest failing to comply with and/or containing provisions contrary to the Invitation to Register an Expression of Interest Document will be considered non-conforming and may be rejected at the discretion of the Council.

6.2 The Council reserves all rights to consider and accept non-conforming Expression of Interest submissions.

## **7. ACCEPTANCE OF EXPRESSIONS OF INTEREST**

7.1 The Council may accept any Expression of Interest.

7.2 The Council is not bound to accept any Expression of Interest.

7.3 Notwithstanding any other requirements of the Invitation to Register an Expression of Interest document the Council may, before any Expression of Interest is accepted, require any Registrant to submit promptly on request and without charge, any further information relevant to the Expression of Interest.

7.4 The Council may conduct post-Expression of Interest discussions with one or more of the Registrants for the purpose of concluding the Expression of Interest.

7.5 An Expression of Interest will not be deemed to have been accepted until the Council has notified the Registrant in writing.

## **8. REGISTRANT TO INFORM ITSELF**

8.1 The Registrant acknowledges that:

8.1.1. It has had full opportunity to:

8.1.1.1. examine and acquaint itself with the Invitation to Register an Expression of Interest Documents;

8.1.1.2. have fully informed itself regarding the proposed contract;

8.1.2. it has satisfied itself as to the correctness and sufficiency of its Expression of Interest;

8.1.3. it has no claim against the Council due to the accuracy or otherwise of information obtained from the Council and upon which the Registrant has based its Expression of Interest;

8.1.4. plans or drawings obtained directly or indirectly via electronic transmission, including without limitation plans or drawings available from Council's tenders-on-line internet site, may not be accurately reproduced; and

8.1.5. it has not relied on any plans or drawings other than a hard copy of the plans.

8.2 If a Registrant has any doubt as to the meaning of any provisions or aspect of the Invitation to Register an Expression of Interest document it will either:

8.2.1. request in writing that the Council clarify the issue in writing; or

- 8.2.2. when submitting the Expression of Interest, include a statement of the interpretation upon which its Expression of Interest has been prepared.
- 8.3 A Registrant must submit any request made for clarification, in accordance with clause 8.2.1, to the Council Contact Officer not later than three (3) working days before the closing time for the Expression of Interest.
- 8.4 The Council may respond to a request for clarification or respond to a statement of interpretation. The Registrant must not rely on any response by the Council or assert that any such response affects the Registrant's rights unless the response is made in writing. The Council may circulate such responses to any other Registrant.
- 8.5 In communicating with the Council for the purposes of the Expression of Interest, the Registrant will liaise only with the Contact Officer specified on the Annexure to the Conditions of Registration or such other person as the Council designates.
- 8.6 The Registrant in lodging its Expression of Interest submission acknowledges that the Council will be relying on the Registrant's professional expertise to fully and competently evaluate and compile its Expression of Interest.

## 9. ADDENDA

- 9.1 Any time up to three (3) working days before the Expression of Interest closing time, the Council may issue Addenda to the Invitation to Register an Expression of Interest Documents to modify or clarify the Invitation to Register an Expression of Interest Documents in any manner whatsoever including responses to any enquiries from Registrants. All Addenda will be consecutively numbered and will be sent to each Registrant to which an Invitation to Register an Expression of Interest document has been issued.
- 9.2 When it is necessary to issue Addenda at any time less than three working days before the current Expression of Interest Closing Time, the Addenda will also advise a new Closing Time such that the Addenda is issued not less than three working days from the amended Expression of Interest Closing Time.
- 9.3 The Registrant shall confirm in its Expression of Interest that all Addenda have been taken into account in the Expression of Interest.

## 10. PRE-REGISTRATION MEETING AND SITE INSPECTION

- 10.1 If arrangements for a Registrants briefing meeting and/or site inspection are stated in the Annexure to these Conditions of Registration, a senior representative of the Registrant is encouraged to attend for the duration thereof.

## 11. EXPRESSION OF INTEREST EVALUATION

- 11.1 Expressions of Interest will be assessed against:
- 11.1.1. the criteria as listed, in order of importance, in the Annexure to these Conditions of Registration. The Council will determine the relative importance of the criteria by a weighting system, and;
  - 11.1.2. the Registrant's financial ability to satisfactorily perform the services; and
  - 11.1.3. any other factors impacting on the best quality and value for money outcome for the Council.
- 11.2 The Registration Schedules request information that encompasses all the evaluation criteria. Expressions of Interest must respond to all Schedules. Expressions of Interest that do not address all Schedules may be deemed non-conforming.
- 11.3 Evaluation will comprise assessment of the information submitted by Registrants. The information required by Council is detailed in the Registration Form and Schedules, in Section 3 of the Invitation

to Register an Expression of Interest document, and any other information that may be requested by Council during the evaluation process.

- 11.4 Expressions of Interest will primarily be assessed against the non-price attributes of experience, capability and past performance. Price and detailed proposals for performing the specific services will not be assessed until the second stage of the process, when the approved short-list of Registrant's are requested to submit Tenders in response to detailed specifications. By assessing both non-price attributes and price, Council's objective is to obtain best quality and value for money in delivering services for the community.
- 11.5 Registrants should note that whenever practicable and relevant, in accordance with S.186(6) of the Local Government Act Council will give preference to the supply of goods, machinery or material associated with the contract that are manufactured or produced in Australia or New Zealand.
- 11.6 Results from stage one (Expression of Interest) will be carried through to stage two (Tender) where the criteria may be subject to further evaluation.
- 11.7 An Expression of Interest may not be considered further unless the Registrant is assessed as having an acceptable level of performance for all relevant criteria categories. Information may be assessed as non-conforming where it is regarded by Council as being invalidated by a qualification stated in the Expression of Interest. Registrants may be required to attend an interview during the evaluation process.

## 12. ADVERTISING

- 12.1 No Registrant shall make any public statement in relation to this Invitation to Register an Expression of Interest Document, its Expression of Interest, the short-listing of Registrants, or the subsequent Tender and proposed Contract without the prior written permission of the Council.

## 13. DISCLOSURE OF INFORMATION

- 13.1 Council has adopted an Open Tender System as part of its commitment to maximise the transparency of its decision making process.
- 13.2 If any Registrant wishes to include in its Expression of Interest any information relating to:
- 13.2.1. a trade secret of a Registrant; or
  - 13.2.2. other matters of a business, commercial or financial nature which if disclosed would be likely to expose the Registrant unreasonably to disadvantage,
- and the Registrant requires that information be maintained by Council as confidential, the Registrant must identify that information in the Schedule of Commercial in Confidence Information.
- 13.3 In considering whether specific information should be categorised as a trade secret, the Registrant should assess:
- 13.3.1. the extent to which it is known outside of the Registrant's business;
  - 13.3.2. the extent to which it is known by the persons engaged in the Registrant's business;
  - 13.3.3. any measures taken to guard its secrecy;
  - 13.3.4. its value to the Registrant's business and to any competitors;
  - 13.3.5. the amount of money and effort invested in developing the information; and
  - 13.3.6. the ease or difficulty with which others may acquire or develop this information.
- 13.4 In considering whether disclosure of specific information will expose a Registrant's business to unreasonable disadvantage, the Registrant should assess:

- 13.4.1. whether the information is generally available to competitors; and
- 13.4.2. whether it could be disclosed without causing substantial harm to the competitive position of the business.
- 13.5 The Registrant must provide written justification as to the reasons for classification of this information as 'Commercial-in-Confidence'. Merely labelling information as such will not be sufficient.
- 13.6 Council will make a preliminary determination as to whether any part of an Expression of Interest submission should be treated as confidential. Where Council considers that there is not sufficient grounds to treat the material as 'Commercial in Confidence', Council will inform the Registrant of its decision and will seek the Registrant's consent to disclose the information classified as 'Commercial in Confidence'.
- 13.7 If the consent in clause 13.6 is not provided, Council reserves the right to exclude information marked as 'Commercial in Confidence' from the Expression of Interest evaluation process.
- 13.8 Notwithstanding any other provision of this clause 13, in the absence of a Council resolution determining that the process will be confidential, Council will not accept Expressions of Interest which have 'Commercial in Confidence' applied to the whole document.
- 13.9 Council will take reasonable steps to maintain confidential all information included in an Expression of Interest which is marked 'Commercial in Confidence'. If that information becomes the subject of a request for access under the FOI Act, the views of the Registrant will be sought before Council determines whether the details are exempt matters under the FOI Act.
- 13.10 Whether any Commercial in Confidence material is exempt from access under the FOI Act may ultimately be decided by the Victorian Civil and Administrative Tribunal (VCAT). A Registrant may be required to give evidence at a proceeding at VCAT in relation to whether information in an Expression of Interest is exempt from access under the FOI Act.
- 13.11 In addition to the Open Tender System, Council is subject to the Freedom of Information Act 1982 (Vic) (FOI Act). It may be requested by any person to provide access to documents in its possession, including documents submitted by any Registrant or generated by the Expression of Interest process. The right of access is subject to certain exemptions from access, to protect, amongst other things, business affairs of persons.
- 13.12 Council has adopted the Information Privacy Principles derived from the Information Privacy Act 2000. Registrants must identify the personal information submitted by the Registrant that should not be disclosed. Consent for the disclosure of any personal information must be obtained by the Registrant.

#### **14. CANVASSING**

- 14.1 The Expression of Interest of any Registrant who seeks to canvass or who contacts a Councillor in relation to this Invitation to Register an Expression of Interest will not be considered by the Council.

#### **15. COLLATERAL CONTRACTS**

- 15.1 The submission of an Expression of Interest by a Registrant will not give rise to any contract governing, or in any way connecting, the Expression of Interest process, or any aspect of the Expression of Interest process. The Council expressly disclaims any intention to enter into any such contract.



Clause 11 The evaluation criteria and weightings for the Expression of Interest (EOI) are stated below.

The evaluation criteria that will apply to the subsequent Tendering process are also indicated to assist Registrants understand the basis of the overall assessment that will apply to the two stage process. The criteria are given in order of importance, with the most important criteria listed at the top:

EVALUATION CRITERIA	EOI	EOI WEIGHTING	QUOTATION
➤ <b>Cost</b>	-	-	Yes
➤ <b>Plan for Proposed Works</b>		<b>60%</b>	<b>Yes</b>
• outline of proposed plan	Yes		-
• detailed plan	-		Yes
➤ <b>Experience, Capability &amp; Past Performance</b>	Yes	<b>30%</b>	-
➤ <b>Quality Assurance</b>		<b>5%</b>	
➤ Commitment to Quality Assurance	Yes		-
➤ Detailed Quality Assurance Plan for this project	-		Yes
➤ <b>Occupational Health and Safety</b>		<b>5%</b>	
➤ Commitment to Occupational Health and Safety	Yes		
➤ Detailed Occupational Health and Safety Plan for this project	-	-	Yes

**Note:** Results from Stage 1 (Expression of Interest) will be carried through to Stage 2 (Tender) where the criteria may be subject to further evaluation. Registrants will be evaluated against the information that Registrants are required to submit, as listed in Section 3 – Registration Form & Schedules of this document.



## SECTION 3

### REGISTRATION FORM & SCHEDULES

# REGISTRATION FORM & SCHEDULES

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## REGISTRATION FORM & SCHEDULES

### 1 INTRODUCTION

- 1.1 The information provided by Registrants in response to the information requested in this Registration Form and Schedules Section will form the basis of the Expression of Interest evaluation. The Registration Form and Schedules directly correspond with the Evaluation Criteria listed in the Annexure to the Conditions of Registration (refer Section 2).
- 1.2 Registrants responses will be evaluated in accordance with the Expression of Interest Evaluation Process and the evaluation criteria described in Clause 11 of the Conditions of Registration (refer Section 2). It is the Registrant's responsibility to provide sufficient detail in the Expression of Interest by the Expression of Interest closing time and Registrants should not expect to be given further opportunity after that time to provide additional information.
- 1.3 ***For convenience, a separate copy of the Registration Form and Schedules Section is provided as an attachment for Registrants to complete as part of the Registration process.***

### 2 GENERAL INSTRUCTIONS TO REGISTRANTS

- 2.1 Registrants must prepare and submit their Expression of Interest in accordance with the Conditions of Registration, Section 2, of this Invitation to Register an Expression of Interest document. The Expression of Interest shall comprise the **fully completed**:
  - 2.1.1 Registration Form; and
  - 2.1.2 Registration Schedules responses. All responses to the Registration Schedules are to be annexed to the Registration Form.
- 2.2 The Schedules comprise a structured sequence of requests for Expression of Interest information that address each of the criteria listed in the Annexure to Section 2 Conditions of Registration. Expression of Interest responses must be similarly structured, with each response to each schedule request being capable of standing alone.
- 2.2 In some cases forms are provided to aid in the compilation of the information requested in the Schedules. **Where forms are provided, the information is to be furnished in that format.** However, note that not all information required is catered for by the inclusion of forms. In such cases, it may be provided in a format suitable to the Registrant but the Schedule name, the Registrant's name, the date and the Registrant's signature are to appear on each page of the response.

### 3 SPECIFIC INSTRUCTIONS TO REGISTRANTS

- 3.1 Registrants are to complete the Registration Form that appears overleaf.
- 3.2 Registration Schedules – refer to instructions at the start of each Schedule and on the forms provided.

# REGISTRATION FORM

## for

# EXPRESSION OF INTEREST

Reference Contract No: 2373

Contract Name: Management of Car Share Parking Spaces

I / We register an Expression of Interest in the proposed works described above and as set out in the Invitation to Register an Expression of Interest document, including Addenda

Full name of Registrant

A.B.N

Trading Name

Registered Office Address

Place of Business Address

Telephone Number ( )

Facsimile Number ( )

Mobile Number

Email Address

I / We acknowledge that should the Melbourne City Council agree to consider this Expression of Interest, we are bound by, and will comply with, this Expression of Interest and its associated Schedules, all in accordance with the Conditions of Registration contained within the Invitation to Register an Expression of Interest document.

Signature of Authoriser

Printed Name of Signatory

Position of Authoriser

Dated this day of 2011

Returnable: No later than **2.00 pm** on 29 April in the Tender Box,

**Reception Area, Ground Floor, Council House, 200 Little Collins Street, Melbourne**

**EXPRESSIONS OF INTEREST SENT BY FACSIMILE OR LATE EXPRESSIONS OF INTEREST  
WILL NOT BE ACCEPTED**

## Schedule of Plan for the Services

### Outline of Proposed Work Plan and Methodology

Registrant's Name: \_\_\_\_\_

Registrants are to provide an outline of the overall strategy for delivering the services specified for this project. The response should cover and include:

- The number of spaces;
- The location of the spaces;
- The annual fee per parking space;
- The relationship of the spaces (adjacent spaces, particular streets or premises); and
- generally address transition issues from any current arrangements and agreements.

**Note:** Successful Expression of Interest Registrants will be required to provide detailed plans in the second stage of the process when lodging their Tender.

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

**Schedule of Plan for the Services****Outline of Proposed Work Plan and Methodology****Indicative Details of Number of On-Street Parking Bays Required**

Registrant's Name: \_\_\_\_\_

Registrants are to provide an indicative number of parking bays required in total by completing the table below. Please attach plans or photographs detailing the specific locations of the proposed spaces, bearing in mind that only existing fee parking spaces will be considered.

LOCATION	TOTAL NUMBER OF BAYS REQUIRED	SPECIFIC LOCATIONS OF REQUIRED BAYS
Number of Bays Required within Hoddle Grid		
Number of New Bays Required outside Hoddle Grid		

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

**Schedule of Plan for the Services****Outline of Proposed Work Plan and Methodology****Indicative Payments Associated with On-Street Parking Bays Required**

Registrant's Name: \_\_\_\_\_

Registrants are to provide an outline of the overall strategy for delivering the services specified for this project.

LOCATION	TOTAL NUMBER OF BAYS REQUIRED	COMPENSATION PER PARKING BAY PER ANNUM
Number of Bays Requested within Hoddle Grid		
Number of Existing Bays currently occupied or approved outside Hoddle Grid		
Number of New Bays requested outside Hoddle Grid		

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

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## Schedule of Experience Capability & Past Performance

### Company Organisational Structure

Registrants are to provide a brief company profile and history, including a current organisation chart summarising numbers of all professional and non-professional staff by seniority and discipline.

### Resource Capacity

Registrants are to provide a brief description of their resource capacity, and in particular how the resource requirements of this project will be met.

### Core Business and Main Client Base

Registrants are to identify their core business, main client base and state the percentage of work that is directly associated with the type and nature of the service specified for this contract. Registrants are to provide details of other experience and resources considered relevant, including previous experience in working with Local, State or Federal Government, list of awards or accreditation's received etc.

### Current Commitments

Registrants are to describe their current commitments and the resources available for this project.

### Resources: People and Systems

Registrants are to provide a brief description of their resources (including their capability) that are considered relevant to this Contract.

### Commitment to Achieving Work Programs

Registrants are to provide information that demonstrates their company's commitment to achieving agreed work programmes.



**Schedule of Experience Capability & Past Performance****Claimed Expertise**

Registrant's Name: \_\_\_\_\_

Registrants are to:

- Provide a brief description of their experience in providing similar services.
- Rate the level of expertise in the key service tasks by entering the number that best indicates the expertise for each of the service tasks described below.

The expertise levels are:

**Level 1: limited;      level 2: adequate;      level 3: extensive;      level 4: expert.****Note:** Level 4: "Expert" means that the organisation has developed an industry recognised reputation of high excellence in performing the particular service task.

Registrants should be prepared to substantiate their ratings with objective evidence during the expression of interest assessment stage.

	* Own - means own resources S/C - means sub-contractor resources	Claimed Capability	
		No	Yes
		Own*	S/C*

## 1. Management of On-Street Allocated Spaces

- Provision of general car share services — — —
- On-street services in other municipalities — — —
- On-street services in the City of Melbourne — — —
- Provision of off-street car share services — — —

## 2. Marketing and sponsorship

- Development and implementation of strategic marketing plans — — —
- Promotion of car share services — — —
- Community marketing services to the general community — — —

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

## Schedule of Experience Capability & Past Performance

### Claimed Expertise (Cont'd)

Registrant's Name: \_\_\_\_\_

	* Own - means own resources S/C - means sub-contractor resources	Claimed Capability		
		No	Yes	
			Own*	S/C*

3. Innovation & continuous improvement

- Development of new activities and events — — —
- Identification of industry trends and new directions — — —

4. Customer services

- Ability to provide customer contact services by web or telephone — — —
- Ability to resolve customer concerns — — —

5. Reporting Services

- Ability to provide management reporting services — — —
- Ability to provide ad-hoc reporting based on client requests — — —

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

**Schedule of Experience Capability & Past Performance****Past Performance, Referee Contacts and Current Commitments**

Registrants are to complete the form below.

Registrant's Name: \_\_\_\_\_

This form is intended to assist the Council evaluate the Registrant's past performance on work of a similar nature. Registrants are to provide the details requested below for Contracts for Services **SIMILAR IN NATURE** previously completed in the last three years or current.

Project Name	Contract Value \$	Completion Date	Contact Name of Superintendent	Contact's Telephone Number

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

## Schedule of Experience Capability & Past Performance

### Social Sustainability Management

Registrant's Name: \_\_\_\_\_

Council wishes to play a key role in the global movement towards Sustainable Development. Council encourages its service providers to have similar objectives of economic prosperity, social equity and environmental quality in assisting the City's long term viability.

To assist Council to determine the Registrant's commitment to Social Sustainability Registrants are to complete the form below. During the evaluation period Council may require Registrants to submit further documentation in support of their responses.

Social Sustainability		
1	Does your organisation have a written or published policy regarding community investment and philanthropic support? If you answered yes please provide brief details of the policy and any relevant support programs: ..... ..... .....	Yes/No
2	Has your organisation developed any programs and/or relationships with the community sector and non-profit organisations? If you answered yes please provide brief details ..... ..... .....	Yes/No
3	Does your organisation have a public charter or policy which recognises the rights of your customers or consumers? If you answered yes please attach a copy of the charter or policy.	Yes/No
4	Does your organisation monitor the social impact of its products and business operations on the community? If you answered yes please provide brief details of how this is done. ..... ..... .....	Yes/No
5	Does the organisation have employment practices which: <ul style="list-style-type: none"> <li>• Fosters a co-operative and constructive workplace?</li> <li>• Promotes stability in its workplace?</li> <li>• Allows for the employment of disadvantaged people?</li> </ul>	Yes/No Yes/No Yes/No

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

**Schedule of Quality Assurance****Commitment to Quality Assurance**Registrant's Name

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The general quality outcomes expected include compliance with the specification, guaranteed reliability of product, timely supply of services, customer service of the highest standard and appropriate risk management programs. To assist CoM to determine the capabilities of a Registrant with respect to what can reasonably be expected in terms of these quality outcomes Registrants are to complete the form below. Registrants may be required to substantiate their responses with objective evidence during the Expression of interest assessment stage.

1. Do you have a specific process for planning and documenting how you intend to meet Melbourne City Council's commitment to quality? **Yes No**

If so, please briefly describe this process.

2. For how long has the process been in place?  
3. To how many projects has the process been applied?  
4. What is the largest dollar value project to which this process has been applied? \$  
5. Describe briefly how you measure quality and use the information gained to improve your processes.

6. Does your organisation have a documented quality system which meets the requirements of AS/NZS ISO 9001 or 9002? **Yes No**

7. If you answered YES to the above Question 6, is your quality system certified by an accredited body? **Yes No**  
If Yes, please supply the following details:

**Registration No:**

**Name of Certifying Body:**

8. If you answered NO to Question 6, are you actively working towards the certification of a quality system? **Yes No**

9. When do you anticipate achieving this (Question 8)? .....

10. What criteria do you use in the selection of Subcontractors? Please describe and attach response.

Signature of Authoriser

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Printed Name of Signatory

---

Position of Authoriser

---

Dated this

day of

2011

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**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

**Schedule of Occupational Health and Safety****Commitment to Occupational Health and Safety**

Registrant's Name: \_\_\_\_\_

To assist Council to evaluate a Registrant's commitment to the management of Occupational Health and Safety risks Registrants are to complete the form below (2 pages). Registrants may be required at further request to verify responses given below by providing objective evidence on their OHS systems and work practices.

<b>1 OHS Policy and Management</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1.1 Is there a written company health and safety policy?	—	—	—
1.2 Does your company have an OHS Management System certified by a recognised independent authority (eg: Safety MAP, NSCA)?	—	—	—
1.3 Is there a company OHS Management System manual or plan?	—	—	—
1.4 Are OHS responsibilities clearly identified for all levels of staff?	—	—	—
<b>2 Safe Work Practices and Procedures</b>			
2.1 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	—	—	—
2.2 Does the company have any permit to work systems?	—	—	—
2.3 Is there a documented incident/accident investigation procedure?	—	—	—
2.4 Are there procedures in place for maintaining, inspecting & assessing the hazards of plant operated/owned by the company?	—	—	—
2.5 Are there procedures for storing/handling hazardous substances?	—	—	—
2.6 Are there procedures for identifying, assessing & controlling risks associated with manual handling?	—	—	—
<b>3 OHS Training</b>			
3.1 Is health and safety training conducted in your organisation?	—	—	—
3.2 Is a record maintained of all employees training and induction programs?	—	—	—

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

**Schedule of Occupational Health and Safety****Commitment to Occupational Health and Safety (Cont'd)**

Registrant's Name: \_\_\_\_\_

<b>4</b>	<b>Health and Safety Workplace Inspection</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
4.1	Are regular health and safety inspections at worksites undertaken?	—	—	—
4.2	Is there a procedure for employees to report hazards at workplaces?	—	—	—
4.3	Are standard workplace inspection checklists used for OHS inspections?	—	—	—
<b>5</b>	<b>Health and Safety Consultation</b>			
5.1	Is there a workplace health and safety committee?	—	—	—
5.2	Are employees involved in decision making over OHS matters?	—	—	—
5.3	Are there employee elected health and safety representatives?	—	—	—
<b>6</b>	<b>OHS Performance Monitoring</b>			
6.1	Is there a system for recording & analysing OHS performance statistics?	—	—	—
6.2	Is company OHS performance regularly advised to employees?	—	—	—
6.3	Has the company ever been convicted of an OHS offence?	—	—	—
<b>7</b>	<b>Company References - Please provide information for three (3) most recent contracts:</b>			

	<u><b>Contract 1</b></u>	<u><b>Contract 2</b></u>	<u><b>Contract 3</b></u>
<u>Contract Name</u>			
<u>Client Name</u>			
<u>Phone No.</u>			

**8 Documentation - Attach the following documentation for preliminary evaluation:**

- 8.1 Contents page only of OHS manual (refer Q 1.3 above).
- 8.2 Summary list of procedures, including general and specific (refer Q 2.1 above).
- 8.3 Accident/Incident report form (refer Q 2.3 above).
- 8.4 Training program and course outline of one training course as an example (refer Q 3.1 above).
- 8.5 Workplace inspection/audit checklist (refer Q 4.3 above).

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

## General Schedule

### Compliance with Invitation to Expression of Interest Documents

Registrants are reminded that submission of an Expression of interest indicates that they acknowledge they have, in accordance with Section 2, Conditions of Registration, paragraph 8, had full opportunity to be fully informed regarding the proposed arrangement.

Any Expression of interest failing to comply with and/or containing provisions contrary to the Invitation to Expression of interest Documents shall be considered non-conforming and may be rejected at the discretion of the City of Melbourne. The City of Melbourne reserves all rights to consider and accept non-conforming Expression of interests.

Registrant's are to complete the form below.

Registrant's Name: \_\_\_\_\_

This Expression of interest **does / does not** *(cross out as applicable)* comply fully with the terms and conditions of the Invitation to Expression of interest documents.

If the Expression of interest does not comply advise details of non-compliance hereunder:

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**



**General Schedule****Financial Stability to Satisfactorily Perform the Services - Reports & Information**

Registrant's Name: \_\_\_\_\_

To enable CoM to assess the Registrant's financial ability to satisfactorily perform the services, Registrants are to provide copies of the Profit and Loss Statement and Balance Sheet (if they have been prepared) for each of the last two years. In addition, Registrants are to complete the forms below (Reports & Information and Referees).

**This information is for assessment purposes only.**

- a) Registrants must attach a copy, or copies, of particulars of any petition, claim, action, judgment or decision which is likely to adversely affect the Registrant's performance under the Contract.

- b) Date Incorporated:

- c) **List Name/s of Sole Trader, Partners, Directors, Manager and Company Secretary**

<u>Name</u>	<u>Position</u>	<u>% Shareholding</u>

- d) **List Parent, Subsidiary and associated companies**

<u>Company Name</u>	<u>Relationship</u>	<u>A.B.N</u>

- e) **Annual Turnover**

<b>Actual for the past three financial years</b>	<b>Year ended</b>	<b>\$</b>
	<b>Year ended</b>	<b>\$</b>
	<b>Year ended</b>	<b>\$</b>
<b>Projected turnover for this financial year</b>	<b>Year ending</b>	<b>\$</b>

- f) **Total Assets:**

Bank accounts	\$	Land & Buildings	\$
Investments	\$	Plant & Equipment	\$
Debtors & Inventories	\$	Intangibles (eg Goodwill)	\$

- g) **Total Liabilities:**

Trade Creditors	\$	Loans & Other Debt	\$
Provisions	\$	Other	\$
Bank Overdraft	\$		

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

**General Schedule****Financial Stability to Satisfactorily Perform the Services - Referees**

Registrant's Name: \_\_\_\_\_

**This information, requested, is for assessment purposes only.**

The purpose of this form is to obtain referee verification of the financial information supplied on the form titled "Reports &amp; Information" above.

**Banker/s**

<u>Name</u>	<u>Address</u>	<u>Contact Phone</u>

**Accountant/s**

<u>Name</u>	<u>Address</u>	<u>Contact Phone</u>

**Four Largest Creditors**

<u>Name</u>	<u>Address</u>	<u>Contact Phone</u>

**I / We AUTHORISE** the Melbourne City Council to seek information, if required, from the Registrant's principal bankers and / or accountants, auditors, creditors or other business reference contacts.

**I / We AFFIRM** that ALL information offered is both accurate and factual.

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND` IS TO BE SUBMITTED WITH THE EOI**

## General Schedule

### Commercial in Confidence Information

Registrant's Name: \_\_\_\_\_

Council has adopted an Open Expression of interest System as part of its commitment to maximise the transparency of its decision making process.

If any Registrant wishes to include in its Expression of interest any information relating to:

- a trade secret of a Registrant; or
- other matters of a business, commercial or financial nature which if disclosed would be likely to expose the Registrant unreasonably to disadvantage,

and the Registrant requires that information be maintained by Council as confidential, the Registrant must identify that information in the form below or attachments. Detailed justification for classifying this information is to be provided.

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Position of Authoriser: \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

**General Schedule****Receipt of Addenda Acknowledgement**

Registrant's Name: \_\_\_\_\_

The Registrant acknowledges that the addenda listed below have been received during the expression of interest period and that the Expression of interest has been prepared having full regard of these addenda.

**ADDENDA RECEIVED:**

<u>Addendum No.</u>	<u>Brief Description</u>	<u>Date Received</u>

Signature of Authoriser \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Position of Authoriser \_\_\_\_\_

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2011

**THIS FORM MUST BE ANSWERED IN FULL AND IS TO BE SUBMITTED WITH THE EOI**

## SECTION 4

### GENERAL SCOPE OF SERVICES

## 1. INTRODUCTION

- 1.1 The City of Melbourne intends to provide dedicated access to a number of fee parking spaces within the “Hoddle Grid” and a variety of parking spaces outside the “Hoddle Grid” for commercial organisations that provide a car-share service to their customers. The City of Melbourne already provides some parking spaces for such companies outside the Hoddle Grid.
- 1.2 The provision of parking spaces within the Hoddle Grid to commercial car-share companies will result in a significant loss of income to the City of Melbourne, and a financial and service benefit to these companies.
- 1.3 The City of Melbourne is seeking Expressions of Interest from commercial organisations or consortia to deliver an independent-of-Council car-share service to their customer base.
- 1.4 The City of Melbourne anticipates that it will have more than one contract for the Management of Car Share Parking Spaces, and indeed there may be several contracts, but compensation for lost income associated with fee parking spaces allocated to the Service Provider will be a major consideration by the City of Melbourne.

## 2. BACKGROUND

- 2.1 The City of Melbourne has for a number of years managed parking in various parts of the Municipality in accordance with its statutory obligation as a Local Government Authority.
- 2.2 Over recent years, the City of Melbourne has reached agreements with some commercial organisations providing a car share business to have exclusive use of allocated parking bays outside the “Hoddle Grid”.
- 2.3 As car share schemes become commercially more viable, and the number of companies providing the service increases, the City of Melbourne intends to formalise the process of allocating parking spaces, both inside the Hoddle Grid and outside the Hoddle Grid. This Expression of Interest is an integral part of the formalisation process.

## 3. OUTLINE OF SERVICES REQUIRED

### 3.1 Parking Spaces

- 3.1.1 The Service Provider may be allocated a number of parking spaces within the Hoddle Grid for a period of up to three (3) years. The location and operation of the sites will be reviewed with each service provider every six (6) months. The Service Provider shall manage these spaces in accordance with the Conditions of Use (refer to Attachment 1).
- 3.1.2 The Service Provider may be allocated a number of parking spaces outside the Hoddle Grid for a period of up to three (3) years. The location and operation of the sites will be reviewed with each service provider every six (6) months. The Service Provider shall manage these spaces in accordance with the Conditions of Use (refer to Attachment 1).
- 3.1.3 The Service Provider shall report every two months on the performance of their service, including utilisation and similar performance indicators to be developed in conjunction with the Contract Manager.
- 3.1.4 The regulatory parking signs, line markings and road markings will be provided and maintained by the City of Melbourne.

### 3.2 Marketing and Sponsorship

- 3.2.1 The Service Provider will undertake all marketing, advertising and any other business activities in accordance with the Conditions of Use, and at no cost to the City of Melbourne.

3.2.2 The Service Provider will provide only advertising and marketing signage approved by the Contract Manager at each parking bay and on the vehicles associated with the car share scheme.

3.2.3 The Service Provider shall report on the marketing and advertising initiatives at the regular two-monthly meeting.

### **3.3 Financial Management**

3.3.1 The Service Provider shall pay to the City of Melbourne the agreed fee per parking space per annum at the commencement of each year of the contract.

3.3.2 The Service Provider will be responsible for making all payments necessary to conduct services.

### **3.4 Customer Service**

3.4.1 The Service Provider will be responsible for managing participant and all stakeholder relationships, engaging the business community and responding to all enquiries from their customer base.

3.4.2 The Service Provider shall provide “script” to the City of Melbourne’s customer call centre, to enable the Call Centre to re-direct any customer enquires to the Service Provider. The Service Provider shall update this “script” at any time when the service is amended by the Service Provider.

### **3.5 Innovation and Continuous Improvement**

3.5.1 The Service Provider will be required to report to the Contract Manager on an annual basis on the performance of their contract with regards to innovation and continuous improvement.

### **3.6 Reporting Arrangements**

3.6.1 The Service Provider will be required to report on performance of the program on a monthly basis, including but not limited to, financial management and participation.

3.6.2 The Service Provider will be required to attend a meeting with the Contract Manager every two (2) months to report on the performance of the contract.

## **ATTACHMENTS**

### **Attachment 1 – Conditions of Use.**

**ATTACHMENT 1****CONDITIONS OF USE****1. The Contract Holder agrees –**

- 1.1. To operate a Car share Program ('Program') from the site(s) allocated by the City of Melbourne.
- 1.2. To use the sites for the provision of a car share program in accordance with the following Quality Standards:
  - 1.2.1. To maintain a high standard of presentation
  - 1.2.2. To maintain the vehicles in a clean and presentable state
  - 1.2.3. To maintain a high standard of presentation by staff
- 1.3. That the site shall comply with, and be operated in compliance with, the requirements of the Road Safety Act 1986 and all other relevant Acts and laws.
- 1.4. To comply with any direction of an authorised officer and of the delegate.
- 1.5. That all staff provide a high level of customer service.
- 1.6. That all staff act as good ambassadors for the City of Melbourne's promotion of car share when dealing with media.
- 1.7. That the contract holder and all staff agree to a police check if requested by the City of Melbourne.
- 1.8. That the environmental amenity of the precinct be maintained.
- 1.9. That no third party advertising signage be displayed on the vehicle without the consent of the City of Melbourne. This consent is at the City of Melbourne's total discretion (excluding signage relating to the contract holder and/or the relevant vehicle manufacturer).
- 1.10. That the car share program only be operated within the delineated boundaries of the car park site and its operation shall not interfere with vehicular access along adjacent road ways or with pedestrian access along the pathway adjacent to the site.
- 1.11. That the Contract Holder and his or her employees shall comply with any parking restrictions and road rules applying to the roadway adjacent to the site.
- 1.12. That all refuse or material associated with the operation of the site shall be placed in suitable receptacle to the satisfaction of the City of Melbourne.
- 1.13. To not dispose or permit to be disposed any foul water or liquid, grease, decomposed substance or any poisonous, noxious or offensive matter into any channel, gutter, drain or sewer, or on any street road, footpath or other land in contravention of the *Melbourne and Metropolitan Board of Works Act 1958*, the *Health Act 1958* or the *Litter Act 1987*.
- 1.14. That no existing approved structures, fixtures and fittings shall be altered or added to without the written approval of the delegate.
- 1.15. To conduct the Contract Holder's business in good faith and in accordance with the best business methods and in a reputable manner.
- 1.16. That the City of Melbourne gives no warranty as to the availability of the site, but will endeavour to enforce relevant parking restrictions to the best of its ability.
- 1.17. The Contract Holder shall be responsible for any breach of this Contract by his or her employees.
- 1.18. The Contract Holder must be the holder of a current public liability policy of insurance ("the Public Liability Policy") in the joint names of the Contract Holder and the City of Melbourne and shall cover Council, the Contract Holder and its sub-contractors and provide a minimum cover of 10 million dollars (\$10,000,000) against any claims whatsoever arising out of or incidental to the use and operation of the Program on the street parking site.
- 1.19. To provide the City of Melbourne with a copy of the Contract Holder's current public liability cover.



- 1.20. To indemnify the City of Melbourne its officers servants or agents from an against all actions suits costs claims and demands or expenses whatsoever that may be instituted or made against the Council its officers servants or agents by any person or persons for any damage injury or loss to any person or to any property whatsoever caused by or resulting directly from the use and operation of the Program on the site.
- 1.21. To not assign or transfer the benefit of this Contract, or deliver up possession of the street site.
- 1.22. To provide to the satisfaction of the City of Melbourne not more than one month after each financial year within the term of the Contract, a written performance review report detailing for the previous year:
  - 1.22.1. general performance of the site including:
    - 1.22.1.1. monthly membership numbers per site
    - 1.22.1.2. distance of members from site
    - 1.22.1.3. split of private/household members and business members
  - 1.22.2. monthly number of trips/ utilisation of vehicle per site
    - 1.22.2.1. total number of trips
    - 1.22.2.2. total distance travelled by vehicle
    - 1.22.2.3. distribution of trip distances
    - 1.22.2.4. demand (for business members and private/residential members)
  - 1.22.3. results from annual membership surveys detailing a profile of their actual and expected use of the program, including:
    - 1.22.3.1. purpose of trip
    - 1.22.3.2. average number of occupants
    - 1.22.3.3. availability of the service relative to their needs
  - 1.22.4. together with a detailed performance plan including but not limited to a customer service plan for the operation of the site for the remaining years of the term of the Contract.
- 1.23. That the City of Melbourne may by one (1) months written notice suspend this Contract, declare the site vacant and re-negotiate use of the site if the site:
  - 1.23.1. is not used by the Contract Holder for the purposes of the Program within three (3) months from the awarding of the Contract, and/or
  - 1.23.2. does not display or report continuous operation of the Program during the term of the Contract.

(No claim shall be made for payment or compensation from the City of Melbourne for, or in respect of, such suspension).
- 1.29 That the City of Melbourne may suspend or terminate this Contract if there is a material mis-statement or concealment of fact in relation to the application for the contract or a material change of circumstances which has occurred since the grant of the contract or any breach of the conditions of the Contract or if there is any injury, harm or loss suffered by any person due to the operation of the site on the street site and no claim for payment or compensation from the City of Melbourne shall be made for, or in respect of, such suspension or termination.
- 1.30 That the City of Melbourne may suspend or terminate this Contract if the Contract Holder has been or is in contravention of the law, regulations or local laws in relation to the operation of the site, and/or any statutory re-enactments or modifications thereof.
- 1.31 No claim for payment or compensation from the City of Melbourne shall be made for, or in respect of, such suspension or termination.
- 1.32 That at any time prior to the expiration of the term of this Contract or any further term, the City of Melbourne may call for expressions of interest from persons interested in entering a contract of the Car share site from the expiration of the term or further term.

- 1.33 The Contract Holder may, on giving not less than 60 days notice in writing to the Delegate, request to terminate this Contract. The decision of the Delegate shall be final.
- 1.34 the City of Melbourne may seek to recover their costs related to the operation of the Program from this space where there is any failure by the Contract Holder to comply with this notice period.
- 1.35 The Contract Holder shall when vacating the street site leave the site in a clean and tidy condition suitable for another contract holder to immediately occupy the site.
- 1.36 That the City of Melbourne shall have the right of access to the site at all times, and will attempt to notify the contract holder when access is required.
- 1.37 That any notice or other document required to be given under this Contract shall be sufficiently served on the party to whom service is intended if, being the Contract Holder, it is left addressed to the Contract Holder by pre-paid post addressed to the Contract Holder's address set out in this Contract or subsequently notified to the City of Melbourne from time to time or, being the City of Melbourne, it is forwarded by pre-paid post addressed to the City of Melbourne 's address set out in this Contract or such other address as may from time to time be notified in writing by the City of Melbourne to the Contract Holder.
- 1.38 That the City of Melbourne may by six (6) months written notice terminate this Contract and remove the Program from the street parking site and no claim shall be made for payment or compensation from the City of Melbourne for, or in respect of, such termination.

## 2. In this Contract-

**"authorised officer"** means a member of the City of Melbourne staff or a member of the Victoria Police authorised by the City of Melbourne either generally or in any particular case for the purpose of the Activities Local Law 1999 (No. 1. of 1999).

**"Contract Manager"** means the person nominated by the City of Melbourne to act on its behalf for the purposes of this Contract.

**"delegate"** means a City of Melbourne officer with the responsibility to manage and oversee the operations of Car Share services in the respective municipality.

A reference to any Act of Parliament, Regulation, local law and/or any other law shall be read as if the words "or any statutory modification or re-enactment thereof" were added to the reference.

Where appropriate, words importing the singular or plural number shall include the plural or singular number respectively.