

CITY OF MANDURAH


Expression of Interest (EOI)

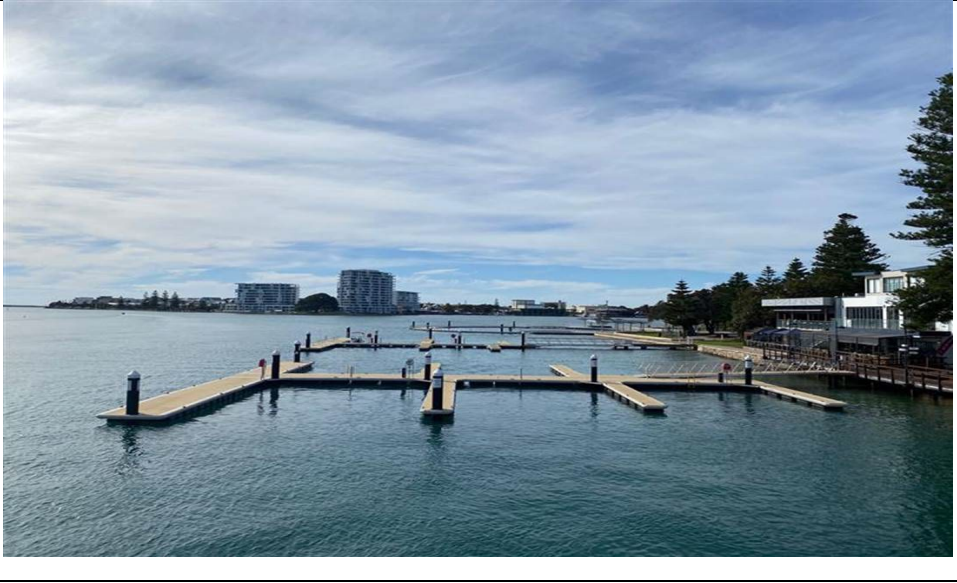
Title:	Commercial Jetty Licence
Lodgement Details:	EOI's are to be submitted by email no later than the closing date and time below, to: Contracts@mandurah.wa.gov.au
Closing Date and Time (AWST):	2:00pm (AWST) Friday 5 August 2022

All enquiries regarding this EOI should be directed to:	
Name:	Tahlia Jones
Position:	Executive Manager, Governance Services
Email:	tahlial.jones@mandurah.wa.gov.au
Phone:	(08) 9550 3782

Section 1 – Requirements

Overview of Expression of interest	<p>The City of Mandurah (the City) is seeking Expressions of Interest from tourism operators to enter into a two-year Jetty Licence with an option for a further one-year extension for the use of a portion of the jetties within the Eastern Foreshore South Precinct.</p> <p>The jetties are located within Mandjar Bay on the Eastern Foreshore, between the recently constructed Estuary Pool (Kwillena Gabi Pool) and the Mandurah Traffic Bridge, providing an excellent location for tourism activities.</p> <p>There are eight (8) berths available for commercially licensed vessels for designated use during fixed Operational Hours.</p> <p>The purpose of the Jetty Licence is to enable Tourism Operators to provide tourism services to the public between the following hours:</p> <ul style="list-style-type: none"> • Normal Operational Hours of 0800 to 1830hrs (8:00am -6.30pm) • Extended Operational Hours are approved from 1 December to 15 January to 2300hrs (11:00pm) <p>Additional extended hours are subject to the approval of the City.</p> <p>No overnight moorings will be permitted at any time.</p>
Term	<p>Two-year Jetty Licence with an option for a further one-year extension.</p> <p>The City may consider an extended term; however, this may be subject to additional approval processes.</p>
Fee	<p>The fees for designated use during fixed Operational Hours are set out below:</p> <p>12 L/Metres berth \$4,200 per annum</p> <p>15 L/Metres berth \$5,250 per annum</p> <p>Each licensee must also pay an annual pro-rata contribution towards the Department of Transport Jetty Licence Fee.</p> <p>The City charges \$ 643.25 for document administrative costs to prepare the licence.</p>
Operational hours	<p>The purpose of the Jetty Licence is to enable Tourism Operators to provide tourism services to the public between the following hours:</p> <ul style="list-style-type: none"> • Normal Operational Hours of 0800 to 1830hrs (8:00am -6.30pm) • Extended Operational Hours are approved from 1 December to 15 January to 2300hrs (11:00pm) <p>Additional extended hours are subject to the approval of the City.</p>

	<p>No overnight moorings will be permitted at any time.</p>
<p>Available Berths</p>	<p>The following Four (4) floating berths are available at Jetty A . The number and size of the jetties are set out below:</p> <p>3 x 15 metre 1 x 12 metre</p> <p>The following Four (4) berths at Jetty B. The number and size of the berths are set out below:</p> <p>3 x 15 metre 1 x 12 metre</p> <p>Location: Jetties A and B, being the jetty and the boardwalk site within the Mandurah Estuary adjacent to the footbridge on Mandurah Foreshore abutting the Mandurah Traffic Bridge and being Jetty licence number 1277 as depicted in the sketch below:</p> 

	
Jetty Design	<p>Tourism Operators are required to assess the risks associated with tidal conditions to ensure that the Jetty locations are suitable for their vessel(s).</p> <p>The floating berths are designed for the conditions specified in Australian Standard 3962 for a “Good” wave climate, including both the 1 in 1 year return period conditions and the 1 in 50 year return period conditions, whichever is the greater.</p> <p>The pontoons and mooring system are designed for the internal harbour wave heights and other locally generated wave heights, including bow waves and boat wash, as appropriate for the range of commercial and recreational vessels using the waterways, jetties, wharves and adjacent berthing facilities.</p> <p>Vessel berths for the floating berths are designed for the boat sizes of up to 15 metres or 12 metres which also considers the environmental load conditions that can be experienced at the site.</p> <p>The floating jetties are designed to secure vessels under all levels of occupancy (i.e. no vessel shielding) for the maximum design wind speed and wave height. No terrain category or structure height multipliers shall be applied to reduce the design wind speed.</p> <p>No modifications to any City of Mandurah infrastructure will be permitted in order to allow the operation to proceed.</p> <p>Provision has been made for Water and Electricity supply at a future date if required.</p>
Signage	<p>The City will make provision for minimal signage on the walkway of the jetty, which will allocate berths for commercial use during the normal Operational Hours. Further signage will be considered by the City following consultation with the licensees.</p>

Information for Respondents	
EOI Conditions	This EOI process will be governed by the EOI Conditions contained in Section 2 .
Jetty Licence	<p>Following the EOI process and prior to commencing use of the jetty, the City and the Tourism Operator will be required to enter into a Jetty Licence arrangement.</p> <p>The Jetty Licence is subject to the approval and consent of the Department of Transport.</p> <p>If the activity impacts upon the operations of the City in terms of infrastructure maintenance, replacement or construction and/or conducting of City events, the activity is to cease.</p>
Insurance and permit requirements	<ul style="list-style-type: none"> (a) Workers' Compensation Insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981(WA)</i>; (b) Public Liability insurance for a minimum of \$20 million in respect of each claim (c) Current Certificate of Operation issued by Australian Maritime Safety Authority
Providing an EOI	Respondents must complete Section 3 – Respondents Offer
Process for consideration of the EOI submissions	<p>The assessment process will include but is not limited to:</p> <ul style="list-style-type: none"> a) an assessment of the individual responses provided in the Section 3 - Respondents Offer; b) preference will be given to local tourism operators whose principal place of business or registered office is within the district of the City of Mandurah; c) provision of documentation providing evidence that the vessels meet the Department of Transport licensing requirements; d) if the response meets any of the exemption provisions applicable under section 3.58(5) of the <i>Local Government Act 1995</i>, then it is open for the City to consider approving a licence without public notice/advertising; and e) the financial viability of the proposal. <p>Subject to the above, the City's overall consideration may include, but is not limited to, the most suitable berths for the tourism offerings, to determine the jetty licence arrangements.</p>

Definitions	
City	City of Mandurah, 3 Peel Street, Mandurah, WA, 6210

<i>Tourism Operators</i>	Tourism businesses
<i>Respondent</i>	Party who has or intends to submit an Offer to the City
<i>Respondents Offer</i>	Offer in response to this EOI to supply the Requirements

Section 2 – EOI Conditions

1. Interpretation

These EOI Conditions may be used where the City of Mandurah (City) is seeking expressions of interest from prospective Tourism Operators with an intention of entering into a licence, at the City's discretion. The City will select the Tourism Operators that will deliver the most advantageous benefit to the City.

2. EOI process

2.1. Tourism Operator acceptance

By submitting a proposal, the Tourism Operator:

- (a) Accepts these EOI Conditions.
- (b) Accepts the requirement to enter into a Licence arrangement with the City prior to using the Jetty.

2.2. City discretion

The City may make changes to the EOI process in its absolute discretion by notifying the Tourism Operators in writing. Without limitation, the City may:

- (a) make minor changes to the Requirements;
- (b) extend the Closing date and time;
- (c) reject a proposal received after the Closing date and time;
- (d) accept non-Conforming Offers;
- (e) reject any or all proposals;
- (f) amend evaluation criteria stated in the EOI before it closes, by notifying such amendments in writing;
- (g) hold discussions with a preferred Tourism operator on any matter contained (or proposed to be contained) in a proposal to the exclusion of others;
- (h) cancel the EOI process by written notice.

The Tourism Operator will not make any claim in connection with a decision by the City to exercise or not to exercise any of its rights in relation to the EOI process.

3. No reliance on information

The Tourism Operator is responsible for making its own investigation and assessment about all matters relevant to the EOI, the Requirements, the accuracy of all information and documents provided by or on behalf of the City, and all other matters relevant to

the Tourism Operator's proposal. Tourism Operator must ensure they familiarise themselves with likely site conditions and potential hazards or risks.

4. Tourism Operator cost

Participation in the EOI process is at the Tourism Operator's cost. The City is not required to pay compensation to the Tourism Operator in relation to the EOI process in any circumstances, for any reason.

5. Subject to contract

Tourism Operators will be required to enter into a Jetty Licence with the City, which constitutes a binding contract between the Tourism Operator and the City.

The ability of the City and the Tourism Operator to enter into a Jetty Licence is subject to the approval and consent of the Department of Transport.

6. Compliance

The Tourism Operator must:

- (a) direct all enquiries relating to the EOI to the City's nominated contact person, and not discuss the EOI with any other person except as required to prepare its proposal.
- (b) comply with all Laws.
- (c) keep confidential all confidential information which it obtains as part of the EOI process, not use it except for the purpose of responding to the EOI, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the EOI, or with the City's consent, or to the extent required by Law, or to its professional advisors.
- (d) not make any public announcements or advertisement relating to the EOI process.
- (e) ensure that its Personnel also comply with these requirements.
- (f) ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by the Tourism Operator in connection with the EOI process are complete, accurate, up-to-date and not misleading in any way. The Tourism Operator must immediately tell the City if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

7. Anti-competitive conduct, conflict of interest

7.1. Anti-competitive conduct

The Tourism Operator warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the EOI process.

7.2. Conflict of Interest

The Tourism Operator warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these EOI Conditions or the proposed Contract, except as disclosed in the Tourism Operator's proposal.

The Tourism Operator warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the City and the tourism operator's interests during the EOI process.

The Tourism Operator warrants that it will immediately notify the City if any Conflict of Interest arises after lodgement of the Tourism Operator's proposal.

7.3. Warranties are ongoing

The warranties in this section are provided as at the date of the Tourism Operator's response to the EOI and on an ongoing basis until the

later of the City notifying the Tourism Operator that its proposal has been rejected and expiry or termination of any Contract entered pursuant to the EOI process.

The Tourism Operator warrants that it will immediately notify the City if it becomes aware that any warranty made in this section was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

7.4. Breach of warranty

In addition to any other remedies available to it under Law or contract, the City may, in its absolute discretion (but is not required to), immediately disqualify a Tourism Operator that it believes has breached any warranty in this clause.

8. Tourism Operator Confidential Information

The City will keep all confidential information of the Tourism Operator which it obtains as part of the EOI process. The City may use Tourism Operator confidential information for the purposes of the EOI process.

The City may disclose Tourism Operator confidential information externally:

- (a) as required by Law; or
- (b) to its professional advisors.

Section 3 – Respondents Offer

Instructions to Respondents

Complete all sections of the table below and return it together with any attachments to the email address nominated on the front of this Expression of Interest.

Respondent Offer	
Expression of Interest Title	Commercial Jetty Licence
Registered entity name of Respondent	<Insert>
Business/Trading name (if applicable)	<Insert>
Registered Street Address of Business	<Insert>
Postal Address (if different from above)	<Insert>
Business status	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Other: <name>
ACN	<Insert>
ABN	<Insert>
Are you a Local Business? (Permanent office located within the district of Mandurah)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Person	Name:
	Position:
	Email:
	Ph number:
Acceptance of the City's EOI Conditions	<input type="checkbox"/> I agree with the City of Mandurah EOI Terms and Conditions
	<i>Or</i>
	<input type="checkbox"/> I disagree with the City of Mandurah EOI Terms and Conditions
Tourism service offered	<Insert responses here including a description on the services offered, operating hours, capacity>
Number and size of berths	<Supplier to insert the number and size of berth seeking e.g. 1 berth x 12 metre>

Details of Commercial Vessel	The overall vessel draft, weight, beam and length, including marlin board, sterndrive, bowsprit etc; rounded down to the nearest whole metre	
Attach Certificate of Operation	Attach Current Certificate of Operation issued by Australian Maritime Safety Authority	
Insurance Details	For any insurance policies specified in Section 1 (other than Workers' Compensation insurance), provide the following details:	
	<i>Type of policy:</i>	
	<i>Insurer:</i>	
	<i>Expiry Date:</i>	
<i>Insured Amount:</i>		
Declarations		
Conflict of Interest	Tourism Operators must give details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their proposal. If there is nothing to declare, please insert "None to declare".	
	<Insert>	
Authorisation and execution by Tourism Operator	As the authorised officer named below, I certify that: (a) I am authorised to submit the response as the Tourism Operator's representative. (b) The Tourism Operator understands and has complied with the Requirements of the Expression of Interest. (c) The Tourism Operator's response is complete, accurate and not misleading in any way.	
	<i>Name:</i>	<Insert>
	<i>Position:</i>	<Insert>
	<i>Signature:</i>	
	<i>Date:</i>	Click or tap to enter a date.