



REQUEST FOR TENDER

REGISTER OF PREQUALIFIED SUPPLIERS (ROPS)

Entertainment Services for First5Forever
Family Literacy initiative

CONTRACT NUMBER: 2865



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Regional Organisation of Councils standard procurement
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Part 1 – Preamble

1. GENERAL

Cairns Regional Council (the Principal) is seeking submissions from suitably qualified and experienced entertainment service providers for the supply and delivery of events and/or activities relevant to the Queensland Government's First 5 Forever (F5F) Family Literacy Initiative delivered locally through Cairns Libraries.

Further detailed information is provided in Part 5 – Scope.

2. REGISTER OF PREQUALIFIED SUPPLIERS (ROPS)

Pursuant to section 232 of the *Local Government Regulation 2012* (Qld), the Principal intends to establish a Register of Prequalified Suppliers (ROPS) and appoint prequalified suppliers to a non-exclusive panel arrangement as detailed in Part 5 – Scope for the term stated in Part 2 – Tender Information.

The Tenderer should note that acceptance of the Tenderer's tender does not guarantee that the Tenderer will be engaged to provide any, or any minimum amount, of goods and services during the Term.

At any time during the Term of the Register or subsequent Extension options, the Principal reserves the right to go to market and invite additional Suppliers to be appointed to the Register of Prequalified Suppliers subject to the Standard Terms and Conditions for Services.

3. GENERAL COUNCIL INFORMATION

Cairns Regional Council covers an area of 1687 square kilometres in Far North Queensland. It extends from the Eubenangee Swamp (near Mirriwinni) in the south, to the Macalister Range (near Ellis Beach) in the north.

Cairns Regional Council is established and operates under the *Local Government Act 2009* and the *Local Government Regulation 2012*. The elected Council consists of the Mayor and nine Councillors who each represent a division. The administration is headed by the Chief Executive Officer. The management of Council operations is administered by six Directorates. Each Directorate is governed by a Director, with the Finance Directorate headed by the Chief Financial Officer. Each Director reports directly to the CEO.

Cairns Regional Council currently has approximately 1250 staff and an annual budget of more than \$393 million (2022/2023), Cairns Regional Council is a significant local economic driver.

Cairns Regional Council provides community services and facilities, and it is also responsible for making and enforcing local laws. Traditionally, Councils have provided only core services such as roads, water supply and sewerage, but more and more they are becoming involved in the social, economic and cultural development of their communities, and in improving local living environments. Council raises its revenue from rates levied against residential and commercial properties and spends those resources on delivering a variety of quality services to a range of diverse communities. Some of the primary services include waste management, recycling, water supply, sewerage reticulation, road construction and maintenance, parks and gardens, swimming pools, libraries, community halls, animal management, regulated parking, town and strategic planning, environmental management, sport and recreation facilities, drainage, flood mitigation, and disaster and emergency management.

Part 2 – Tender Information

Principal:	Cairns Regional Council (ABN 24 310 025 910)
Tender Name:	Register of Prequalified Suppliers (ROPS) 2865 – Entertainment Services for First5Forever Family Literacy initiative
Scope:	The Scope and service requirements are described in more detail in Part 5 – Scope
Term:	Three years with proposed commencement on 1 July 2023
Extension Options:	One extension option of up to two years, exercised solely at the Principal's discretion, to a maximum contract term of five years, subject to extension options being exercised.
Communication Method for lodging submissions or for any queries relating to these works:	Submissions must be submitted via email to: First 5 Forever Project Officer 07 4044 3194 f5f@cairns.qld.gov.au
Tender Format:	Tenders must consist of: <ul style="list-style-type: none">• 1 x complete copy of the Response Schedules and supporting information in a single PDF document; and Please do not use Zip files. File names must include the contract number and a brief description of the document.
Page Limit	Not limited
Principal's Complaints Manager:	Governance 1300 69 22 47 complaints@cairns.qld.gov.au

Part 3 – Procurement Process Conditions (Conditions of Tendering)

The Procurement Process Conditions are the terms and conditions that are included as part of a Request for Tender, which set out the procedural rules that will govern a tender or procurement process, including the requirements for a compliant Tender and the evaluation criteria and process for evaluating, selecting and/or rejecting tenders received.

[Procurement Process Conditions \(PDF, 0.31 MB\)](#)

(Version 1.3, November 2020)

Part 4 – Contract

(Standard Terms and Conditions for Services)

The Standard Terms and Conditions govern the Services provided to Cairns Regional Council and will comprise the Contract between the Supplier and Council.

[Standard Terms and Conditions for Services \(PDF, 0.36MB\)](#)

(Version 1.9, October 2020)



SCOPE

REGISTER OF PREQUALIFIED SUPPLIERS (ROPS)

Entertainment Services for First5Forever
Family Literacy Initiative

CONTRACT NUMBER: 2865

1. INTRODUCTION

- 1.1. **(Entertainment services)** Cairns Regional Council (the Principal) requires services for the supply and delivery of events and/or activities relevant to the Queensland Government's First 5 Forever (F5F) Family Literacy Initiative delivered locally through Cairns Libraries. Information can be found on Council's website - <https://www.cairns.qld.gov.au/library/whats-on/event-programs/first5forever>.
- 1.2. **(Service Level Agreements)** Activities and events are required to be in line with the current F5F Service Level Agreement between the Library Board of Queensland and Cairns Regional Council (refer to Appendix 1 – Service Level Agreement).
- 1.3. **(Library branches)** Library Services is a business unit of the Cairns Regional Council Community Development Branch. Cairns Libraries cover the entire Cairns region local government area. There are eight (8) libraries that service the needs of the community. These are located at:
- (a) Babinda – 24 Munro Street, Babinda
 - (b) Cairns City – 151 Abbott Street, Cairns
 - (c) Earlville – Shop 128 Stockland Cairns
 - (d) Edmonton – 175 Bruce Highway, Edmonton
 - (e) Gordonvale – 88 Norman Street, Gordonvale
 - (f) Manunda – Raintrees Shopping Centre
 - (g) Smithfield – Cheviot Street, Smithfield
 - (h) Stratford – 11 Kamerunga Road, Stratford

Cairns Libraries help inspire the community to learn, create, connect and prosper. Libraries perform well above industry standards and offer unique and tailored experiences for visitors to enjoy, whether for education or leisure purposes. Through the libraries and the website, Cairns Libraries offer many services to the community. [Cairns Libraries Strategic Plan 2019-2023](#) provides a framework for goals and outcomes for the next five years.

2. TERM

- 2.1. **(Term)** Subject to the Contract, the rights and obligations of the Parties commence on the 1 July 2023 (Start Date) for a Term of three years and expire on 30 June 2026 (End Date).
- 2.2. **(Extension of Term)** The Principal may, in its absolute discretion, extend the End Date by one extension options of up to two years on the same terms as this Contract, by giving written notice to this effect to the Supplier at any time prior to the End Date. The maximum Contract Term will be five years, subject to extension options being exercised.
- 2.3. **(Additional Suppliers)** At any time during the Term of the Register or subsequent Extension options, the Principal reserves the right to go to market and invite additional Suppliers to be appointed to the Register of Prequalified Suppliers subject to the Standard Terms and Conditions for Goods and Services. The Term of any additional Supplier appointed to the ROPS through a Refresh process will match the existing Term in clauses 2.1 and 2.2.

3. DEFINITIONS

- 3.1. **(Definitions)** The following definitions apply to this Contract:
- (a) **Early Literacy Activities** means the knowledge and skills (developed from birth) required for verbal and nonverbal communication, reading, and writing. Early literacy does not include learning to read.

Scope

- (b) **Early Literacy Sessions** means sessions that provide early literacy activities for children aged 0-5 and advocate to parents and carers the importance of their role in literacy and language development for their child. The sessions provide families with the support and resources required to actively engage with their children in Early Learning activities.
- (c) **F5F** means First 5 Forever.
- (d) **Principal** means Cairns Regional Council
- (e) **Supplier** has the same meaning as in Clause 1.1 (vv) of the Standard Terms and Conditions for Services and used to describe the legal entity that provides the services under the Contract.

4. SCOPE

- 4.1. **(Particulars of services)** The First 5 Forever (F5F) initiative connects families to information, resources and support parents and caregivers need to build the best foundation for their child's future language and literacy development. F5F is a family literacy program delivered by public libraries and Indigenous Knowledge Centres (IKCs) across Queensland, which aims to provide strong early literacy foundations for all Queensland children aged 0-5 years.
- The program is about improving the outcomes of all Queensland children aged 0-5 years by parents and primary caregivers as their child's first and most important educator. The initiative provides families with increased access to free resources through the State's network of public libraries, IKCs and online. Further information can be found on the F5F website – <http://www.slq.qld.gov.au/first5forever>.
- 4.2. **(Statistics)** In 2021/2022, at Cairns Libraries there were:
- (a) 583,184 visits
 - (b) 1,031 programs and events attended by nearly 20,621 people
 - (c) 49,987 active members
 - (d) 39 staff and 11 active volunteers
- 4.3. **(F5F launch)** Cairns Libraries formally launched its F5F program in March 2016. Since this time the library has had the opportunity to:
- (a) Creatively plan and explore new programs, services and partnership opportunities within the local community;
 - (b) Increase programs and services for families with children aged 0-5 years; and
 - (c) Incorporate and deliver staff training and professional development programs across the region.
- 4.4. **(F5F strategies)** State Library of Queensland (SLQ) has identified key F5F strategies in the delivery of F5F programming. The following are relevant strategies pertaining to the delivery of any services provided by entertainment providers. Relevant early literacy sessions and activities must incorporate F5F strategies as noted below:
- (a) Support the development of early literacy through library programming and intentional interactions with families and carers;
 - (b) Maintain the intent of F5F (access for all families, focus on children aged 0-5 years, responding to community needs, integration into library programming for a sustainable outcome;
 - (c) Provide experiences that empower families/caregivers in their child's literacy journey with links to home;

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A full list of F5F strategies can be viewed at F5F Guidelines (refer to Appendix 2).

4.5. **(F5F objectives)** F5F family literacy sessions may be delivered across any of the eight libraries or at other locations within the Cairns region depending on community requirements. Each F5F event must:

- (a) Strive to embed Early Literacy strategies into programming targeting families of children aged 0-5;
- (b) Generate public interest, promote the F5F program and deliver key messages on early language and literacy development;
- (c) Provide additional opportunities for parents/caregivers to engage in emergent literacy activities outside the library in community locations;
- (d) Provide parents/caregivers with activities, ideas and strategies to help develop language and literacy development at home and on a daily basis;
- (e) Encourage interaction and bonding between parent/caregiver and the young child; and
- (f) Promote the F5F message.

4.6. **(F5F events)** Relevant F5F events are required to support:

- (a) Access – remove barriers to early literacy experiences for children aged 0-5.
- (b) Reach – reaching all families with children aged 0-5.
- (c) Capability – supporting professional development in early literacy and programming for Queensland public libraries.
- (d) Collaboration – enhancing collaborative partnerships and coordination of networks.
- (e) Awareness – promoting local F5F availability and importance.

5. PERSONNEL

5.1. **(Suitability of Personnel)** all personnel must have a current and valid Blue card (Working with Children).

6. WORK HEALTH AND SAFETY

6.1. **(Acknowledgement and compliance with law)** The Supplier must comply with and acknowledges that it is aware of and understands the obligations of the Supplier at law relating to WHS including under:

- (a) the *Work Health and Safety Act 2011* (Qld);
- (b) the *Work Health and Safety Regulation 2011* (Qld) (and in particular the requirements of Chapter 5);

to the extent that they are relevant to the Services. Nothing in the Contract is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the Supplier's obligations.

6.2. **(Supplier's Work Health and Safety Systems)** The Supplier must, and warrants and represents that it does, have adequate work health and safety systems that comply with all requirements of the *Work Health and Safety Act 2011* (Qld), *Work Health and Safety Regulation 2011* (Qld) and other relevant supporting legislation, Australian Standards and codes of practice.

Scope

- 6.3. **(Incidents)** The Supplier shall advise the Principal as soon as practicable of the following events:
- (a) any accident incurred as a result of performing works or services, which causes the Supplier to be referred for medical treatment beyond that capable of being performed by a qualified first aid officer; or
 - (b) any occurrence or near misses incurred relating to services, which results in, or did not result in but involved a real risk of resulting in, fire, collision, or other serious threat to the health or safety of the Supplier.
- 6.4. **(Prohibited Substances)** The Supplier must not be under the influence of alcohol, drugs or other prohibited substances whilst performing the Services. Alcohol and prohibited substances must not be consumed by the Supplier, on or prior to entering any the Principal facility or when returning from meal breaks.
- 6.5. **(Random Drug and Alcohol Testing)** The Supplier may be subject to compulsory random Drug and Alcohol sample testing performed by the Australian Drug Detection Agency ('ADDA') or by a nominated registered medical practitioner, on behalf of the Principal and at the Principal's expense. The Supplier will be informed about the procedures for the test and will be required to complete a consent form. Testing will be done in such a way as to respect the Supplier's privacy and confidentiality. Test results will be treated as highly confidential.

The drug testing procedure for random testing includes an initial drug test, which involves the testing of an oral fluid specimen. If this test result is positive and the Supplier disputes the validity of the test, then the Principal may conduct a further test using a urine specimen. At completion of testing, the Supplier will be required to acknowledge the test result and time. Note, that failure of any tests may result in immediate suspension of employees or Services.

7. INVOICING AND PAYMENTS

- 7.1. **(Purchase Order)** The Principal will issue a Purchase Order to the Supplier for provision of the Services. The Supplier must quote the Purchase Order number on all invoices or claims for payment. Additional services or emergency call outs and these must be invoiced according to the Purchase Order and on the agreed Schedule of Rates.
- 7.2. **(Invoices)** The Supplier is to submit an invoice to the Principal within 7 days of the works being completed. The invoice must be based on the agreed Schedule of Rates. Payment will only be made after the work is completed to the satisfaction of the Principal's Representative.
- 7.3. **(Invoice Format)** Invoices must be valid tax invoices and emailed to Accounts Payable at invoices@cairns.qld.gov.au with a copy to the Principal's Representative. The invoice must be in a PDF format (no links or zip files). Each attachment in the email must contain only one invoice with any relevant supporting documentation.
- 7.4. **(Payment Method)** The payment method to the Supplier will be by Electronic Funds Transfer (EFT) into the Supplier's nominated bank account.
- 7.5. **(Fixed Rates)** The rates and prices under the Schedule of Rates will be fixed for the initial 12 months of the Contract (1 July 2023 to 30 June 2024).
- 7.6. **(Price Reviews)** At the expiry of the initial 12 months and on each anniversary of the Start Date, the Supplier will be given the opportunity to review and apply for any price adjustments that are justified and evidenced as due to a change in input costs for provision of the Services for the next 12-month period. The Principal is only required to agree to increases, which have been properly justified and supported by documentary evidence. The Principal reserves the right to accept or reject any application for price increases where insufficient information is provided to justify that increase.

Scope

8. MEETINGS

- 8.1. **(Communication)** The Supplier must appoint a single point of contact nominated as the Supplier's Representative. The Supplier's Representative is required to meet with the Principal's Representatives at regular scheduled intervals or other meeting times as requested, for reporting on, but not limited to:
- (a) Event programs and methodology;
 - (b) Performance, quality standards and levels of service;
 - (c) Children's engagement and interaction;
 - (d) Safety issues and recommendations; and/or
 - (e) Invoicing and payment issues.

9. SERVICE LEVELS

- 9.1. **(Key Performance Indicators)** The services are to be carried out to the satisfaction of the Principal for the duration approved at time of order and fulfill the F5F objectives.

An event plan shall be used to prepare and undertake each event/activity including:

- (a) creativity and uniqueness in the concept/experience.
 - (b) the type of venue is suited to the concept and provides a positive community experience.
 - (c) supply of all necessary resources/materials/consumables/items required to deliver the event/activity.
 - (d) adequate staffing and abilities to meet the demands of the event/activity.
 - (e) event management, including any preparation/set-up and pack-up/cleaning (as applicable), with no or minimal input from Council or Libraries staff. The provider will also undertake effective people management during the event/activities.
 - (f) risk management by having safety plans in place and maintaining a safe environment at all times. Staff must also have a current Blue Card for working with children.
 - (g) being an inclusive public event. It is open to everyone and bookings will not be required or invitations sent.
 - (h) identifying the target demographic group. This could be a wide demographic; or is a specialist activity aimed at a specific group.
- 9.2. **(Service Levels)** The Principal will review the performance of the Supplier against the following Service Levels at the times stated below, and otherwise on the giving of reasonable notice. The Principal may direct the Supplier to provide a written explanation for its performance against any Service Level.

Table 1 – Service Levels and requirements

Service Level	Requirement
Invoicing for services is to be submitted in accordance with terms and conditions of contract	100% compliance
Adherence to agreed performance times	100% compliance
The event /activity is to be delivered as outlined in the event plan.	100% compliance

Scope

- 9.3. **(Additional Service Levels)** The Principal and the Supplier may request additional Service Levels at any time during the Contract.
- 9.4. **(Work Improvement Notice)** If performance, quality issues or non-compliance issues are identified at any time, the Principal may record this and provide a Work Improvement Notice (WIN) to the Supplier for a formal response and remedy, where required. Any costs of remedy or rectification work incurred as a result of the Supplier's failure to comply with a WIN within the timeframes specified, may be set off from any monies owing to the Supplier for unpaid invoices.

A Work Improvement Notice will have the following information:

- (a) must be in writing;
- (b) must identify any performance, quality issues or non-compliance that the Principal considers appropriate; and
- (c) may, if the non-compliance is capable of being rectified, specify that the non-compliance must be rectified, the manner of rectification required, and the time within which the non-compliance is to be rectified.

Responses to any WIN will be reviewed by the Principal's Representative, recorded and considered in any future performance review. At the Principal's discretion, the Supplier may be subject to a performance review every six months. The Principal's Representative will be responsible for reviewing the standard of the Supplier's work, quality of workmanship and compliance.

10. APPENDICES

Appendix 1 – Service Level Agreement available upon request

Appendix 2 – [Young Peoples Service Framework](#)



RESPONSE SCHEDULES

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Schedule A – Tenderer Details

Schedule A1 – Tenderer Details

Legal Entity Name of Tenderer:	
Trading As:	
Company website or social media details (if applicable)	
Postal Address:	
Local Branch Office Address:	
ABN or ACN:	
Name of Contact:	
Phone Number / Mobile Number	/
Email Address	
Blue Card details for Working with Children: (copy must be provided with submission)	
Is the business owned or operated by someone of Aboriginal or Torres Strait Islander origin?	<input type="checkbox"/> No <input type="checkbox"/> Yes, Aboriginal <input type="checkbox"/> Yes, Torres Strait Islander <input type="checkbox"/> 51% or more <input type="checkbox"/> 100% owned

Schedule B – Insurances

The Tenderer is to provide details of the following insurances and attach certificates of insurance for the following:

Insurance	Details
Workers Compensation (WorkCover) (not applicable if Sole Trader)	Policy Number: Expiry Date:
Public Liability	Insurance Company: Policy Number: Expiry Date: Indemnified amount for any one occurrence: Any Limit of Indemnity:

Please state what Appendix or Attachment number the Certificates of Currency can be found:

Schedule C – Other Information

The Respondent is to provide the following details (and supporting evidence where relevant) in relation to experience and performance:

<p>(A) F5F objectives</p> <p>Please detail how the event / activity will fulfil F5F objectives.</p>
<p>[Click here to start typing]</p>
<p>(B) Access and inclusion, and target demographic</p> <p>Please provide details on:</p> <ul style="list-style-type: none">• How the event / activity is inclusive by being a public event (not restricted to booking / invitation only)• The target demographic of the event / activity. Does it target / attract a wide demographic or is it a specialist activity aimed at a specific demographic group?
<p>[Click here to start typing]</p>
<p>(C) Event planning and creativity</p> <p>Please detail how the event / activity will be planned to include any preparation/set-up and pack-up/cleaning (as applicable). Consideration should be given to:</p> <ul style="list-style-type: none">• Type of event• Venue and location• Consumables and materials• Staffing• Support <p>Please provide details on how the event / activity displays creativity and a uniqueness of concept and experience.</p>
<p>[Click here to start typing]</p>
<p>(D) Risk Management</p> <p>Please provide details on how a safe environment will be maintained at all times including evidence that staff presenting the event / activity have current Blue Cards for working with Children.</p>
<p>[Click here to start typing]</p>
<p>(E) Local Business Profile</p> <p>Please provide details of any factors that makes engaging with your business more favourable than others in the marketplace.</p>
<p>[Click here to start typing]</p>
<p>(F) Referees</p> <p>Please provide details of two referees for previous events you have conducted:</p>
<p>[Click here to start typing]</p> <p>[Click here to start typing]</p>

Schedule D – Value for Money

Schedule D1 – Pricing

All indicative prices requested are to be per event / activity and should be inclusive of any applicable Goods and Services Tax (GST).

Event Activity/Description	Fixed Price (ex GST) for entire event
[Click here to start typing]	[Click here and enter amount]
[Click here to start typing]	[Click here and enter amount]
[Click here to start typing]	[Click here and enter amount]
[Click here to start typing]	[Click here and enter amount]
[Click here to start typing]	[Click here and enter amount]
Other Services offered (Supplier to enter description)	
[Click here to start typing]	[Click here and enter amount]
[Click here to start typing]	[Click here and enter amount]
[Click here to start typing]	[Click here and enter amount]

Schedule D2 – Value for Money

(a) Please provide details any other value adds or additional services offered:

[click once and start typing)