

Schools Procurement

School Council Request for Tender (RFT)

RFT For Kew High School Gymnasium and all-weather sports fields Use

Reference Number: 24/26

Submission Details: Closing Time: 13 December 2023 at 04:00PM

Place of Lodgement: ruchi.patel@kew.vic.edu.au

Receiving Staff Member: Josie Millard or Ruchi Patel

CONDITIONS

1. RFT Presentations

Kew High School ("the School") does not warrant the accuracy of the content of the RFT. The school will not be liable for any omission from the RFT.

2. Confidentiality

The School may require persons and organisations wishing to access or obtain a copy of this RFT (or information relevant to this RFT) to execute a deed of confidentiality in a form required by, or satisfactory to, the School before or after access is granted.

Whether or not execution of a deed of confidentiality is required by the School, all persons obtaining or receiving this RFT and any other information in connection with the RFT must keep the contents of the RFT and such other information confidential and not disclose or use that information except as required for the purpose of developing a response to this RFT.

3. Tender Documents

All responses to the RFT and any accompanying documents will, upon submission, become the property of the School. The School will not return any of these documents.

By submitting a response to this RFT, an Invitee licenses the School to reproduce the whole or any portion of the documents which it has submitted for the purposes of, or in connection with, its evaluation, notwithstanding any copyright or other intellectual property rights that may subsist in those documents.

4. Enquiries

Enquiries concerning the RFT must be made to the following Tender/Quote manager:

Name: Mrs Ruchi Patel
Title: Business Manager
E-mail: ruchi.patel@kew.vic.edu.au

All enquiries concerning the RFT must be in writing and can only be made up to *three (3) days* prior to the Closing Time.

The School will respond to enquiries correctly lodged in accordance with the above conditions in writing and the response from the School will be provided to all potential Invitees to the RFT.

5. Late Tenders/Quotations

If a Tender is lodged after the Closing Time, it may be disqualified from the RFT process and may be ineligible for consideration unless:

- The invitee can clearly document to the satisfaction of the School that an event of exceptional circumstances caused the Tender to be lodged after the Closing Time; and
- The School is satisfied that accepting a late submission would not compromise the integrity of the market approach.

The determination of the School as to the actual time that the Invitee's response is lodged is final. All Tenders lodged after the Closing Time will be recorded by the School. The School will inform an invitee whose Tender was lodged after the Closing Time of their ineligibility for consideration.

6. Incomplete Tenders/Quotations

If a Tender does not include all the information in the format required by the RFT or is incomplete in any way as determined by the School in its sole discretion, it may be rejected.

7. Validity of Tender/Quotation

A Tender will be valid for acceptance by the School for a period of 90 business days from the Closing Time. This period may be extended by mutual agreement between the parties.

8. Unauthorised Communication and Improper Assistance

Invitees are required to direct all communications through the Contact Person, unless advised otherwise by the Contact Person or the School. Invitees are required to meet or exceed the government's supplier code of conduct - <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct>. Unauthorised communication and/or seeking to obtain assistance of employees, agents or contractors of the School in preparation of their proposal may, in the absolute discretion of the School, lead to disqualification of a RFT submission.

9. Reservation

The School reserves the right to, in its absolute discretion, refuse to consider or accept any Tender or all Tenders/Quotations. The School will not necessarily accept the lowest priced tender nor any other tender. The School further reserves the right to:

- a) reject all Tenders without giving reason for the rejection; and
- b) accept a portion or the whole of any Tender at the price or prices quoted unless the Tender states specifically to the contrary.
- c) negotiate with one or more Invitee's and allow any Invitee to vary its Tender/Quotation

10. Preferred Supplier

Selection as a preferred supplier does not give rise to a contract (express or implied) between the preferred supplier and the School for the supply of Goods and/or Services. No legal relationship will exist between the School and the preferred supplier until such time as a binding contract is executed by both parties.

RFT DETAILS

1. Background

Kew High School is a high-performing co-educational school located in the inner eastern suburbs of Melbourne. The school was established in 1963 and continues to proudly provide an outstanding holistic education to students of the local community. In 2023, Kew High School is comprised of 1064 students and 113 full-time equivalent staff. The staff includes three Principal Class members, approximately 85 equivalent full-time teachers and 25 education support staff. The school prioritises high expectations and places students at the centre of a comprehensive learning and teaching program.

The Kew High School motto is ASPIRE, STRIVE, ACHIEVE, and the values of the school are embedded in the first word of the motto, ASPIRE. Students and staff are intentionally and actively guided by the values of Accountability, Social Equity, Participation, Integrity, Respect and Excellence in all aspects of school life. These school values inform the agreed learning behaviours in classroom norms, they underpin our positive behaviours framework, and they are consistently reflected in the broad co-curricular programs across the school. Kew High School is a culturally diverse community, with more than 30 different cultural backgrounds represented among local students. Our well-established International Student Program adds to this diversity.

Site visit: The Principal of Kew High School offers prospective providers an opportunity to view the school facilities on Tuesday 28th November 2023 at 4:00pm. Service providers are required to advise the Contact Person of their intention to attend by close of business 24.11.23. No more than two (2) attendees from the same service provider may attend the same site visit. All attendees must sign the attendance record which will be provided at each site visit.

Facilities available for use by the successful service provider to deliver the services required include playing or performing the following sporting activities: volleyball, basketball, and netball in the gymnasium.

2. Scope

Length of Service:

Use of gymnasium for playing or performing the following sporting activities: Volleyball, Basketball and Netball.

Use of all-weather sports fields for playing or performing the non-contact community-based sporting activities of a social nature.

This service to the school community for a 3-year contract for 2024-2026.

All providers should note that the school has planned capital upgrade works scheduled to occur between May-July 2024. The gymnasium will be out of action for 6-8 weeks during that time. The school will not charge the licence fee for those 4-8 weeks.

3. Operating Hours:

Gymnasium:

04:00pm – 11:00pm Monday – Friday during school terms
(Excluding use of court 2 until 04:30pm on Thursdays)

08:00am – 07:30pm Saturday during school terms
08:30am – 07:30pm Sunday during school terms

08:00am -11:00pm Monday – Friday during school holidays
08:00am – 07:30pm Saturday during school holidays
08:30am – 07:30pm Sunday during school holidays

All-weather Sports fields:

During School Terms

Monday to Friday from 4.00 PM to 10:15 PM,

Saturday from 9.00 AM to 6.00 PM

During School Holidays

Monday to Friday from 9.00 AM to 6.00 PM,

Saturday from 10:00am to 06:00pm

4. School Council statement:

The School Council wants playing and performing the following sporting activities: Volleyball, Basketball, Netball, and the non-contact community-based sporting activities of a social nature to the school community.

The School Council believes that the permitted sporting service should be a place for growth, nurture and building long-term life skills.

The School Council believes that all employees that work in the permitted sporting service should be facilitators of positive development who provide a safe, engaging environment and nurture healthy interactions.

5. The School Council believes children should have the opportunity to:

- Engage in sporting activities.
- Learn new skills to further their development.
- Be safe and supervised at all times.
- Build relationships with educators in a community who are connected to but separate from the school community.
- Develop as happy, healthy and resilient individuals.

6. The School will license the following facilities:

- School gymnasium – Refer to the map [here](#).
- Toilets (M/F) for both staff and students (Shared Facility)
- Kiosk and office area in the gymnasium.
- School all weather sports fields – Refer to the map [here](#).

7. Statement of Requirements

The Successful provider must provide the following:

- Working with children checks clearances for all staff working directly with children
- Attest to complying with the Victorian Child Safe Standards, including:
 - having a Child Safety and Wellbeing Policy
 - having a Child Safety Code of Conduct
 - conducting child safe screening of all staff working with children, including requiring a Working with Children clearance.

Capability of provider:

- A person's capability to operate an education and care service is of critical importance. Updates in the national law as of 2017 have been identified to address this through specifying:
- Either the approved provider, a nominated supervisor, or a Person in day-to-day charge must be present when a service is operating.
- Services will be able to have more than one nominated supervisor.

- The approved provider will be responsible for ensuring the person they appoint as a nominated supervisor must be fit and proper and have suitable skills to supervise the service.
- A nominated supervisor will need to consent in writing to appointment to the role.
- Each nominated supervisor and person in day-to-day charge will have to undertake child protection training.
- The service provider must advise as part of the RFT submission how they have implemented, operate, and comply with the Child Safe Standards.

Cleaning:

- The service provider will be responsible for organising and bearing the cost of cleaning services after each use of the Licensed Area. The school will conduct regular cleaning checks and must be satisfied with the cleaning standards.
- The service provider will be responsible for providing cleaning products and consumables.
- The cleaning staff must hold working with children check.
- The licenced area must be cleaned and ready for school use before 07:30am during school terms.
- The gymnasium hard floors must be scrubbed and mopped 3 times p/w.

Maintenance / Repairs:

- Any maintenance or repairs required, beyond reasonable wear and tear, must be prepared by the service provider. If these are not rectified in a timely manner, the School Council may do so, and any costs will be invoiced direct to the service provider.
- Annual timber hard sport floor maintenance, cut back and coating costs will be shared 50% by the school and the service provider.

Transition / Implementation Plan:

- The successful service provider, if not the incumbent, is required to provide a transition plan, which includes but is not limited to an outline of the hand over process, appropriate handling of children's details and data, removal of the outgoing service provider's equipment and cleaning/maintenance requirements.

Referees:

- Service providers are required to nominate three (3) customers (preferably schools) to whom they currently provide similar services. The School reserves the right to also contact known customers of the service provider to seek customer feedback. Feedback will be sought in respect of, but not limited to, the service provider's performance, charges, responsiveness, and complaint resolution.

8. Important Dates

School site visit date(s): 04:00 PM on Tuesday 28/11/23

Tender submission date: 04:00PM on Wednesday 13/12/23

Licence commencement date: 01/01/2024

Licence expiry date: 31/12/2026

9. Relationship Management

Contract Manager:

Ruchi Patel; Business Manager

Kew High School

1393 Burke Road, Kew East Vic 3102

Ph: 03 9092 7505

Email: ruchi.patel@kew.vic.edu.au

10. Reporting requirements

Any matters which arise that may be deemed to materially affect the development of the project should be communicated to the School Project Manager within twenty-four (24) hours of the matter being known to the Contractor.

The service provider's representative is required to meet, where requested, with a nominated representative, School Council or subcommittee once per quarter to review vacancies, complaints and waiting lists, at a minimum.

The service provider will be required to report to a nominated representative, School Council or subcommittee as follows:

Quarterly on the following items:

- Programming changes
- Staffing
- Policy changes
- Incidents
- All complaints received, and action taken to resolve complaints and timeframe for resolution
- Service usage and vacancies
- Waiting lists

Within 10 days of commencing, and then on an annual basis a copy of the following:

- Copies of any new or renewed Insurances

An ad hoc basis, which would be required to be responded to within ten (10) business days:

- Average utilisation rate for each session provided.
- Details of children enrolled in the permitted sporting service including their attendance.
- Copy of educator rosters
- All complaints received and any action taken to resolve these complaints and the timeframes for resolution.
- Child, parent and staff feedback

Report the following within two business days:

- Incidents, injuries or issues that have impacted in the health, safety or wellbeing of any child.
- Occupational health and safety matters
- Any Formal Compliance Directive issued to the Licensee by the Regulatory Authority in connection with the permitted sporting Service.
- Where the service provider has been charged with a criminal or regulatory matter, found guilty by court, cautioned, or otherwise pursued by either the Police, Local Authority or other regulatory body or subject to enforcement activity.

A report prior to the commencement of any new specified personnel detailing name, contact details and a copy of the Working with Children Check.

Upon occurrence immediately report:

- Damage to or an accident in the licensed area
- Any notice or report received in relation to the licensed area, and provide a copy of the report

11. Key Performance Indicators (KPIs)

KPI	Performance Target
User Satisfaction	85% of children users to respond either at or above expected satisfaction levels based on a satisfaction survey, if requested by School Council.
Customer Service	85% of adult users to respond either at or above expected satisfaction levels. This would be based on a survey devised in consultation with the School Council.
Reporting	100% of reports to School Council are delivered within the nominated timeframes.

Submissions must address the service provider's provision of quality management systems and key KPIs used to track the performance of the contract.

12. Insurance

Pursuant to the attached terms and conditions, insurance provisions shall include:

Insurance	Minimum Amount
Public Liability	Public liability insurance: \$AUD 20 million in respect of any one occurrence and for an unlimited number of claims.
Product Liability	As above
Property Insurance	Insurance cover for the reinstatement or replacement value of the Licensees' own property against the destruction of or damage of such property which is housed, stored, kept or used in or at the Licensed Area.
Workcover Insurance	Insurance in accordance with the requirements of the Accident Compensation Act 1985 (Vic) and the Accident Compensation (Work Cover Insurance) Act 1993 (Vic) which provide the Associates of the service provider (including equivalent cover for volunteers) with cover.

13. Pricing/ Licence Fees a& Amounts Payable

The school is welcoming tenders for the licence fee ranging between \$100,000.00 - \$175,000.00 per year.

Licence fees will be payable: quarterly in advance.

Licence fees will be reviewed annually, prior to the anniversary of the contract.

The successful service provider will be required to pay a security deposit of \$3000.00 prior to commencement of the service.

14. Submission

The submission process and timelines are set out in the 'Submission Details' section on the first page of this document.

15. Selection Criteria

The selection criteria for rating responses received from service providers are as follows.

1. Quality:

- Demonstrated ability to plan, deliver and monitor an education program that reflects the needs and values of a school community.
- Commitment to the appointment and retention of suitably qualified staff and their ongoing professional development.

2. Value for money:

- A proposed fee structure that offers value for money for families and allows all children to participate.
- A proposed fee structure that considers how all children may participate in activities that incur an additional cost.
- A transparent process for revising fees, including those for cancellations and late enrolments.

3. Financial viability:

- The provider must be financially viable and have the capacity to apply sufficient financial and other resources to a new service.

4. Policies and processes:

- Demonstrated experience in engaging families in the policies and programs of a sporting service.
- Demonstrated commitment to enacting policies and processes that reflect the needs and values of a school community.
- Demonstrated understanding of compliance and regulatory requirements in operating a sporting service and commitment to Child Safe Standards.

5. Information sharing:

- Commitment to the information sharing detailed in the Department of Education and Training's Licence Agreement.

6. Past experience in delivering the same service to schools supported by a good reference check

- Demonstrated qualifications, experience, capacity and resources of the provider in the provision of similar services.
- The provider must submit with their proposal, a list of referees, contact names and phone numbers and past school clients for whom similar services have been satisfactorily provided.

The above selection criteria are not presented in any order ranking.

16. Contract Documentation

Please refer to the licence agreement document [here](#).

Bidders are required to indicate they fully understand and comply with the attached agreement's terms and conditions, otherwise bidders may include a list of contractual departures that they wish to negotiate with the school.

BIDDER RESPONSE

(Complete and Submit to the School)

Reference Number:

RFT Title:

Supplier Details

Trading Name:

Registered Name:

ABN:

ACN:

Address:

Small to Medium Enterprise: Small: ☐ Medium: ☐ Large: ☐

<i>Note: Small to Medium Enterprises (SMEs) are defined as firms with less than 200 full time equivalent employees. Under 20 full time equivalent employees is defined as Small, 20-199 full time equivalent employees is defined as Medium and 200 plus full time equivalent employees is defined as Large.</i>

Contact Details

Contact Person:

Role:

Telephone:

Mobile:

Email:

I/We offer to supply the goods and/or services specified in this RFT; at the fees/charges specified; within the agreed period; under the terms and conditions included and any special conditions as may be specified.

Signature:

Name:

Date:

Instruction to the bidders on how to submit your proposal

The Tender should include:

- a) An overview of how you will meet the specification requirements
- b) Details of your knowledge and previous experience relevant to the required procurement
- c) Detail of your business's resources and systems to support the delivery of the required procurement. Include names and qualifications of staff; be specific about their role in the delivery of the procurement
- d) Details of any value adding factors, such as innovation, local job and sustainability initiative (if applicable)
- e) Responses to the selection criteria
- f) Pricing Schedule
- g) Include a statement that indicate that you fully accept the proposed terms and condition. If not, include a list of proposed departure(s) from contract terms and conditions for the school's consideration.
- h) Declaration of any conflict of interest (potential or real) and how this may be managed
- i) Detail your financial capability to deliver the goods or services
- j) Details of your public, product, property and Workcover insurances held
- k) Any other relevant information
- L) Working with Children clearances and Child Safe Standards Attestation

CHILD SAFE STANDARDS ATTESTATION

I, _____, attest that the organization complies with the Victorian Child Safe Standards, including:

- having a Child Safety and Wellbeing Policy
- having a Child Safety Code of Conduct
- Conducting child safe screening of all staff working with children, including requiring a Working with Children clearance.

Signed:

Print name:

Title:

Date: