



Request for Quotes

CEO Performance Review

Services to assist the CEO Performance Review Committee to undertake an annual performance review of the Chief Executive Officer.

Reference No: CEO002.20/21

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Structure of this Request for Quotes

This Request for Quotes is comprised of three sections:

- Section A - Quote Conditions
- Section B – Specifications
- Section C – Form of Quote and Schedules

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Section A – Quote Conditions

1. Definitions

In this RFQ:

- 1.1 **Closing Date** means the time and date specified in clause 2.7, or such later time and date as may be notified in writing to Respondents by the Council.
- 1.2 **Form of Quote** means the form contained in Section C of this RFQ.
- 1.3 **Respondent** refers to any party who responds to this RFQ.
- 1.4 **RFQ** means this Request for Quotes.
- 1.5 **Quote** means a quote submitted by a Respondent pursuant to this RFQ.
- 1.6 **Schedules** means the schedules contained in Section C of this RFQ.
- 1.7 **Services** means the services sought to be purchased by the Council pursuant to this RFQ.
- 1.8 **Specifications** means the specifications specified in Section B of this RFQ.

2. Request for Quotes

- 2.1 The Council seeks Quotes from Respondents for the provision of the Services.
- 2.2 Prices quoted are to be on a lump sum basis to provide services to the CEO Performance review Committee to undertake annual performance review of the Chief Executive Officer.
- 2.3 All prices for the Services are to be fixed. Quoted prices must **include** GST and all applicable levies, duties, taxes and charges.
- 2.4 Any charge not stated in the Quote will not be payable by the Council.
- 2.5 The Respondent must submit:
 - 2.5.1 the original Form of Quote;
 - 2.5.2 the completed Schedules; and
 - 2.5.3 additional information / documentation (if any).
- 2.6 Any Quote may be rejected if it does not conform with the requirements of the Specifications or this RFQ.
- 2.7 **Electronic Lodgement of Quotes**

- 2.7.1 Quotes must be lodged electronically via Vendor Panel before the Closing Date being **5:00pm 10 September 2020** and in accordance with the Quote lodgement procedure set out in this clause.
 - 2.7.2 Quotes lodged by any other means will not be considered.
 - 2.7.3 Respondents warrant that they have taken all reasonable steps to ensure that their Quotes are free of viruses or any other matter which would cause harm to the Council's website or systems.
 - 2.7.4 Respondents acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Quote lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date.
 - 2.7.5 If Respondents have any problem uploading their Quote, they must contact the Nominated Contact Person prior to the Closing Date. Any failure to do so will result in the Quote being a non-conforming Quote.
 - 2.7.6 A Quote is deemed to have been lodged by the Respondent when the Quote has been received by Vendor Panel
- 2.8 This RFQ closes on the Closing Date.
- 2.9 Quotes received after the Closing Date will **NOT** be considered.
- 2.10 The Council will not accept any responsibility in the event that a Quote is not received by the Closing Date.
- 2.11 Respondents must not use this RFQ (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Quote. This includes not copying this RFQ (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Quote.

3. **Acceptance of Quote**

- 3.1 The Respondent agrees that the Quote remains open for a minimum period of 60 days after the Closing Date.
- 3.2 This RFQ, together with the Council's written acceptance of the Quote and the issue of an official Council purchase order, constitute the contract between the Council and the successful Respondent.

4. **No Legal Requirement**

The issue of this RFQ or any response to it does not commit, obligate or otherwise create a legal requirement on the Council to acquire the Services from a Respondent.

5. Council's Rights

The Council reserves the right to:

- 5.1 amend, vary, supplement or terminate this RFQ at any time;
- 5.2 accept or reject any Quote, including the lowest price Quote;
- 5.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this RFQ;
- 5.4 postpone or abandon this RFQ;
- 5.5 add or remove any Respondent;
- 5.6 accept or reject any Quotes;
- 5.7 accept all or part of any Quote;
- 5.8 negotiate or not negotiate with one or more Respondents;
- 5.9 discontinue negotiations with any Respondent; and
- 5.10 include the Respondents' names in Council reports and make them public. This may include the order of Respondents on the basis of quoted price but without the specific amount quoted.

6. Quote Evaluation

In assessing Quotes, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 6.1 completion of the Form of Quote;
- 6.2 compliance with the Specifications;
- 6.3 warranties and guarantees on the Services;
- 6.4 timeframe for the completion of the Services;
- 6.5 demonstrated experience in completing similar projects;
- 6.6 referees; and
- 6.7 insurance.

7. Respondent's Confidential Information

- 7.1 Subject to clauses 7.2 and 8.1, the Council will treat as confidential all Quotes submitted by Respondents in connection with this RFQ.
- 7.2 The Council will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information:
- 7.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFQ process or to prepare and manage any resultant agreement;
 - 7.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFQ process;
 - 7.2.3 is disclosed by the Council to the responsible Minister;
 - 7.2.4 is authorised or required by law to be disclosed; or
 - 7.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

8. Governing Law

- 8.1 This RFQ is governed by the law in South Australia.
- 8.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

9. ICAC

Respondents acknowledge that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act 2012 (SA)* (**ICAC Act**) and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

Section B – Specifications

10. Services and Quote

- 10.1 Assist the Chief Executive Officer Performance Review Committee to undertake an annual performance review of the Chief Executive Officer (**CEO**) in accordance with the CEO Employment Contract & Terms of Reference of the Committee for the 2020/2021 and 2021/2022 financial years.
- 10.2 Using the agreed Chief Executive Officer KPI conduct the performance review by meeting with Elected Members, Senior Staff, and external stakeholders, collate and summarise responses.
- 10.3 Update the KPI Scorecard with evidence based results for the other goals.
- 10.4 Undertake a benchmarking remuneration review process and provide recommendations to the Committee and Council that are performance based and reflect current market trends.
- 10.5 Prepare a report that sets out the findings from the review and discuss the findings with the CEO and the CEO Performance Review Committee. Identify development goals to be included for the CEO for the coming year.
- 10.6 Support the CEO Performance Review Committee to establish performance indicators for the subsequent review in consultation with the CEO as required by the Employment Contract.
- 10.7 Present the findings to the Committee and Council.
- 10.8 Attend meetings of the Committee and Council as required through the process.
- 10.9 Assist the Chief Executive Officer Performance Review Committee with the review of the Committee's Terms of Reference.
- 10.10 The proposed Term of appointment will be offered on for an initial Term of one (1) year (2020/2021) with an option to renew for a subsequent one (1) year (2021/2022) at Council's discretion.
- 10.11 All quoted amounts are to be fixed price lump sum quotes for each respective Term as outlined in 10.10.

Section C – Form of Quote & Schedules

Schedule 1 Form of Quote

I/We _____ (Respondent) on having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of this RFQ, hereby provide a Quote for the Services.

1. Name of Respondent	
State in full the name(s) of the Respondent(s) and trading names	
ABN	
2. Contact Person	
3. Registered Address	
4. Postal Address	
5. Telephone	
6. Fax	
7. Email	

8. Price Schedule

Description	Unit (if applicable)	Price (ex GST)	GST Component	Price (inc GST)

Schedule 2 Compliance with the Specifications

Please indicate if you intend to comply with the Specifications.

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Schedule 3 Timeframe

Attend the meeting of the CEO Performance Review Committee in July and November of each year.

- In July of each year assist the CEO Performance Review Committee to set the CEO's key performance indicators
- In November of each year assist the CEO Performance Review Committee to review the CEO's performance against the key performance indicators.

By 31 August each year undertake a benching marking review process and provide recommendations to the CEO Performance Review Committee and Council

Schedule 4 Insurance

Provide details of insurance currently held by you that would be extended to provide cover for the Services.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Professional indemnity (if applicable)					
Other					

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The undersigned undertakes that if selected as the successful Respondent, I/we/it will be bound by the conditions provided.

If the Respondent is a company, the Quote must be executed as follows:

<p>Executed by [Insert Company name] pursuant to section 127 of the <i>Corporations Act 2001</i></p>	
<p>..... Signature of Director</p>	<p>..... Signature of Director/Company Secretary <i>(Please delete as applicable)</i></p>
<p>..... Name of Director (print)</p>	<p>..... Name of Director/Company Secretary (print)</p>
<p>OR</p> <p>..... Signature of Sole Director and Sole Company Secretary</p>	
<p>..... Name of Sole Director and Sole Company Secretary (print)</p>	
<p>OR Signed for [Insert Representative's name] by an authorised representative in the presence of:</p>	
<p>..... Signature of witness</p>	<p>..... Signature of authorised representative</p>
<p>..... Name of witness (print)</p>	<p>..... Name of authorised representative (print)</p>
	<p>..... Position of authorised representative (print)</p>

If the Respondent is an individual, the Quote must be executed as follows:

Signed by [insert name] in the presence of:	
..... Signature of witness Respondent
..... Name of witness (print)	

If the Respondent is a partnership, the Quote must be executed as follows:

[Drafting Note – add extra execution clauses for additional partners as necessary] [Delete RED text once read]

Partner 1:

Signed sealed and delivered by [insert name] in the presence of:	
..... Signature of witness Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	

Partner 2:

Signed sealed and delivered by [insert name] in the presence of:	
..... Signature of witness Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	