# REQUEST FOR EXPRESSION OF INTEREST (REOI)

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<th>REOI Title</th>
<th>Biosolids and Greenwaste</th>
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<td>10.00am 28 November 2017</td>
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<tr>
<td>REOI Number:</td>
<td>MRC 2018-027</td>
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1 **Definitions**

In this document:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tr>
<td>Closing Time</td>
<td>means the time specified in clause 10.</td>
</tr>
<tr>
<td>Contact Officer</td>
<td>means the person specified in clause 18.</td>
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<tr>
<td>Contract</td>
<td>has the meaning provided for in clause 8(a).</td>
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<tr>
<td>Contractor</td>
<td>has the meaning provided for in clause 8(a).</td>
</tr>
<tr>
<td>Council</td>
<td>means Mackay Regional Council, its officers, agents and assigns.</td>
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<tr>
<td>EOI</td>
<td>means Expression of Interest.</td>
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<tr>
<td>Evaluation Committee</td>
<td>means the committee described at clause 19(e) formed for the purposes of assessing the EOI’s.</td>
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<tr>
<td>Evaluation Criteria</td>
<td>means the criteria described in clause 18(a).</td>
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<tr>
<td>Fit for Purpose</td>
<td>means the assurance to be given to Council by Respondents and ultimately by the Contractor that the Work shall be fit for the purposes for which they are intended and that the Work will be capable of meeting or exceeding Council's requirements, as those intentions and the Project’s requirements are described in the REOI and in the Contract.</td>
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<tr>
<td>Industry Best Practice</td>
<td>means the standards (including any relevant Australian Standard), practices, methods and procedures generally followed or approved by relevant industries and contractors in Australia with respect to the Work the subject of the REOI and that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in Work comparable to the Work.</td>
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<td>Policies and Plans</td>
<td>means Council’s published or to be published policies and plans, or policies and plans required to be prepared by the Contractor pursuant to the Contract, including but not limited to those concerning:</td>
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<tr>
<td>(a) environment;</td>
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<td>(b) health and safety;</td>
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<td>(c) employment and industrial relations;</td>
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<td>(d) quality assurance;</td>
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<td>(e) cultural heritage;</td>
<td></td>
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<tr>
<td>(f) community; and</td>
<td></td>
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<tr>
<td>Term</td>
<td>Definition</td>
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<td>------------------</td>
<td>---------------------------------------------------------------------------</td>
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<tr>
<td>(g) code of conduct.</td>
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<td>Project</td>
<td>means the project for which an EOI is sought, as more particularly described in clause 3.</td>
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<tr>
<td>REOI</td>
<td>means this Request for Expressions of Interest.</td>
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<tr>
<td>Respondent</td>
<td>means a respondent to this REOI process.</td>
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<tr>
<td>Schedule</td>
<td>means the schedules attached to this REOI which must be completed and returned to Council by a Respondent in its EOI.</td>
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<tr>
<td>Scope of Services</td>
<td>means the indicative outline of the Services described in this REOI, including at clause 8 and in Annexure A.</td>
</tr>
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</table>

Other terms are defined in the REOI.

2 Interpretation

In this REOI, except to the extent the context otherwise requires:

(a) the singular includes the plural and vice versa and a gender includes other genders;

(b) a reference to a party is to be construed as a reference to a party to this REOI;

(c) a reference to a party to this REOI or any other document or agreement includes its successors and permitted assigns;

(d) a reference to an item in a clause, schedule, annexure or appendix is a reference to an item in a clause of or schedule, annexure or appendix to this REOI and references to this REOI include its schedules and any annexures;

(e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;

(f) a reference to a document or agreement including this REOI includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(g) in the interpretation of this REOI, headings are to be disregarded;

(h) in the construction and interpretation of the REOI, no rule of construction or interpretation applies to Council's disadvantage or to the Respondent's advantage on the basis that Council prepared or caused this REOI to be prepared on its behalf or because MRC relies on a provision of the REOI as a reason (if required) for any action or inaction on its part or to protect itself; and

(i) wherever the words 'include', 'included' or 'including' are used in this REOI, those words will be interpreted in all cases as if they were proceeded by the further words 'but not limited to' or the appropriate grammatical derivative.

3 Project

(a) Council desires to understand the current market for the effective and efficient removal of biosolids.
And to maximise beneficial reuse in the region with minimum cost.

4 EOI sought - for all

(a) Through this REOI process, Council seeks to ascertain a Respondent’s capacity, capability and interest in undertaking the Services or a part or parts of the Services.

(b) Further to clause 4(a), the Scope of Services identifies a range of different components of the Services (Component Parts).

(c) EOI’s are invited either for:
   (i) all of the Services (i.e. all Component Parts);
   (ii) one or more of the Component Parts; or
   (iii) alternative or separate EOI’s in respect to either clause 4(c)(i) or (ii) above,

and the provisions of this REOI apply to any such, all, part only or alternative EOI responses in respect to the Services or part of it.

(d) Dependent upon the EOI’s received from Respondents, it is possible that a variety of and more than one contract (including with one or more Contractors) could be entered into.

(e) In respect to its range of options, Council may at any time:
   (i) invite further REOI’s in respect to the Services or parts of the Services from entities other than those which are Respondents to this REOI; and
   (ii) modify any aspect of the Services (or parts of the Services) which in Council’s opinion is in its best interests.

(f) Respondents should clearly indicate in their EOI whether they are interested in undertaking the whole of the Services or a part or parts of the Services (i.e. Component Parts) only. If a Respondent is only interested in undertaking a part or parts of the Services (i.e. Component Parts) it should clearly identify in its EOI that part or those parts of the Services (i.e. Component Parts) that it has an interest in undertaking.

5 Expression of Interest Documents

5.1 EOI Documents

The EOI Documents forming part of the EOI are:

- The Invitation to Express interest, these conditions of EOI and the EOI Response Schedules; and
- Any Addenda issued pursuant to clause 17.

5.2 Respondent has no right to claim

The Respondent has no right or entitlement for time or financial compensation whatsoever including, without limitation, to a claim for economic loss or loss of opportunity arising from or
with respect to or by reason of any error, omission, or misrepresentation (express or inferred) in the EOI Documents.

6 Selection process

(a) It is envisaged that the selection process for a Contractor or Contractors to undertake the Work will be staged as follows:

(i) Stage 1 – Council invites Expressions of Interest (EOIs) from organisations interested in performing the Work (the current stage); and

(ii) Stage 2 – a number of organisations expressing interest may then be included on a tender shortlist. Council currently anticipates that the shortlist will be two, however not more than four, tenderers.

(iii) Stage 3 - From that shortlist, Respondents will be invited by Council to submit a more detailed proposal for performance of the Work, or parts of the Work, through a response to a separate restricted tender process.

7 Timelines associated with the REOI

(a) The timelines associated with the Project are important to Council.

(b) An indicative Project Schedule appears in Annexure C.

(c) Respondents to this REOI should be aware that Council makes no representation and gives no warranty (and no representation or warranty is to be implied or inferred) as to the accuracy of the Project Schedule attached as Annexure C. It is possible that the Project may not proceed in accordance with Annexure C or may not proceed at all.

8 Proposed appointment structure

(a) The entity or entities which is or are ultimately successful in being appointed to provide the Works (Contractor) will, subject to the rights of Council in the REOI and Tender, be required to enter into a contract for the Works (Contract).

(b) Respondents should be aware that any Contract that is ultimately entered into in relation to the Project will contain a number of terms, including but perhaps not limited to:

(i) detailed and measurable performance indicators to enable an assessment of a Contractor's performance under the Contract;

(ii) provision for the development of a Project implementation plan;

(iii) provision for milestones and ensuring that any milestones are consistent with required milestones;

(iv) a commitment to attend meetings with Council as required;

(v) reporting requirements that are adequate to enable detailed reports to Council, as and when required;

(vi) appropriate indemnity, security and performance undertaking clauses; and
(vii) appropriate intellectual property clauses in favour of Council.

(c) Council also anticipates that any Contract that may eventually be entered into in relation to the Project will include provisions in respect to:

(i) compliance with Policies and Plans;

(ii) suitable insurances, including professional indemnity insurance;

(iii) warranties and indemnities that the Works will be performed to Industry Best Practice and will be Fit for Purpose;

(iv) a clearly developed and staged testing and commissioning performance regime; and

(v) an appropriate warranty and defects liability period in relation to the Works.

(d) Council envisages that its prescribed form of Contract will form part of any request for tender issued pursuant to a restricted tender process or processes subsequent to the evaluation of EOI’s.

9 Scope of Services

(a) An indicative Scope of Services is provided in Annexure A.

(b) The Scope of Services may be amended from time to time by Council, either by way of addition or omission.

10 Lodgement of EOI

10.1 Electronic Submissions

Responses to this EOI shall be submitted electronically via the Queensland Government Marketplace q-Tender website, the Respondent:

(a) Must ensure that the response is lodged using the user identification details received on registration with q-Tender;

(b) Must ensure that the response is submitted in the format specified;

(c) Must ensure that they have allowed sufficient time to upload documentation;

(d) May submit multiple attachments to the Council to this website;

(f) Must ensure prior to submitting the response that it is free from viruses and has been checked with an up to date virus checking program;

(g) When the response document/s is processed a system generated receipt confirmation shall be emailed to the Respondent.

(h) A Respondent may submit more than one response to this invitation.
10.2 **Opening of responses**
(a) There will not be a public opening of responses.

10.3 **Facsimile and email submissions**
(a) A response submitted by facsimile or email may not be considered.

10.4 **No representation**
(a) Any letter or other form of written or oral acknowledgment by Council of receipt of the response does not imply that the response has been admitted or accepted nor does it constitute any representation by Council as to any other matter.

11 **Late responses**
(a) An EOI lodged with or received by Council after the Closing Time or otherwise than in accordance with this REOI is deemed to be late and will be opened and registered separately. Council may, but is not bound to, consider or accept a late EOI.
(b) Subject to this REOI, EOIs that are lodged more than 24 hours after the Closing Time might not be considered.

12 **Extension of Closing Time**
Council, may, in its absolute discretion, at any time before the Closing Time, extend the REOI by sending written notice as an addendum (see clause 17) to every person who received a copy of this REOI.

13 **EOI validity period**
In consideration for Council agreeing, subject to the terms of this REOI, to consider EOI’s received, by submitting an EOI a Respondent is deemed to agree that its EOI remains open for acceptance to shortlisting for a period of not less than one hundred and eighty (180) calendar days from the Closing Time. Respondents should state any longer period for which its EOI remains open.

14 **Retention of proposals**
Following selection of Respondents (if any) to be placed on an approved contractor list, Council may destroy any EOI’s received.

15 **Respondents assume risk**
Respondents assume the risk that their EOI may not be received by the Closing Time or at all.
16 Form of Expression of Interest

Important notice to Respondents: an EOI that does not comply with the requirements of this REOI may be regarded as non-conforming and in Council’s absolute discretion might not be considered further in the evaluation of EOIs.

(a) THE REOI must be prepared in the format as per Response Schedules 1 to 10.

(b) Respondents:

(i) are required to respond to the specific questions in the stated order; and

(ii) may prepare and attach a separate schedule to respond to the Evaluation Criteria described in Annexure B.

(c) While not compulsory, Respondents are also encouraged to address in their EOIs the matters referred to in clause 19(c) and to demonstrate their ability to work as ‘team players’ on what is expected to be a challenging Project. A Respondent’s response, if any, to these matters may also be considered in the overall evaluation of the EOIs lodged in response to this EOI.

(d) EOI:

(i) must be signed on behalf of the Respondent by a person or persons authorised to represent the Respondent; and

(ii) include the names, addresses, telephone and facsimile numbers and email addresses of its contact officer in respect of its EOI.

(e) If a Respondent to this EOI is a consortium or a member of a consortium:

(i) the relevant information requested in this REOI must be provided for each member of any such consortium;

(ii) the role to be played by each member of the consortium in the context of the Project is to be described;

(iii) the consortium member who is to be the principal contractor on behalf of the consortium is to be identified; and

(iv) the Respondent must provide information in sufficient detail to satisfy Council of the consortium arrangement or proposed consortium arrangement, including without limitation, the proposed management structure and details of any terms which have or which may have the effect of limiting or restraining liability between consortium members or to Council in respect of the Work and the Project and the proportions in which any liability or other obligation to Council in respect to the Work and the Project may be or proposed to be shared between them.

17 Clarification and modification of the REOI

(a) Subject to complying with clause 18, Respondents may ask the Contact Officer for clarification of anything in the REOI. Any instruction or clarification resulting from such a
request before the Closing Time may be issued by Council as an addendum to all Respondents on a non-attributable basis, however Council is under no obligation to do so.

(b) Council may at its absolute discretion, issue addenda to this REOI and Respondents may be required to acknowledge receipt of any addenda issued.

(c) All conditions of this REOI will apply to addenda unless amended in the addenda.

18 Contact officer

(a) Enquiries about this REOI should be directed to the following Contact Officer (only by email) Council reserves the right not to respond to queries, comments or questions:

<table>
<thead>
<tr>
<th>Name</th>
<th>Joanne Simpson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Contract Coordinator</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:contracts@mackay.qld.gov.au">contracts@mackay.qld.gov.au</a></td>
</tr>
</tbody>
</table>

(b) Without limiting any other clause of this REOI, Council will not be bound by any advice given or not given, or information furnished or not furnished (whether in writing or verbally), by any officer (including the Contact Officer) or consultant of Council, nor in the event that any advice or information is inaccurate or incomplete in respect of the Project or the Work, the EOI or the REOI process.

(c) Council will not be required to entertain or participate in any discussion or correspondence with any Respondent whose EOI has been rejected, or has been deemed to be withdrawn, or which has not, for any reason, been considered, as to the reasons for such rejections, withdrawal or non-consideration and Council will not be required to reconsider any such decision.

(d) Council may, at its discretion, provide feedback to both successful and unsuccessful Respondents whose respective EOI is considered by Council, but is under no obligation to do so.

(e) Council reserves the right to request additional information from a Respondent in order to clarify any aspect of any particular EOI.

(f) Every notice to be given to a Respondent will be issued, whether transmitted or posted, to the Respondent’s address given in its EOI and the time mentioned in any notice or in these conditions for doing any act will be calculated from the time of issuing the notice.

(g) Respondents must not direct requests for information to, or seek to discuss the EOI process with, any Councillor or officer of Council other than the Contact Officer and Council will not be bound by any advice or information furnished by a Councillor or Council officer with respect to the EOI.

(h) If Council makes information available to a Respondent, Council reserves the right to distribute the information to each Respondent who has obtained a copy of the REOI from Council.

(i) Council may provide information to Respondents in electronic format, in addition to hard copy format. In the event of any inconsistency between the information in the electronic format and the hard copy information, the latter prevails.
19 **Evaluation criteria and other relevant matters**

(a) Respondents must comply with the requirements of this REOI.

(b) Without limiting the *Local Government Act 2009* (Qld) and in particular section 104 of the *Local Government Act 2009* (Qld)* (Act)* (see clause 19(d)), the Evaluation Criteria, not listed in any order of priority or weighting are set out in Annexure B.

(c) While Respondents must address the Evaluation Criteria, Respondents to this REOI are also encouraged to address, as they consider appropriate, matters such as:

(i) flexibility;

(ii) key performance indicators – the Respondent’s attitude towards them and what type of key performance indicators they believe to be appropriate for the Work;

(iii) measurement of performance (on both cost and non-cost criteria); and

(iv) strategies for continued improvement (including as to time for completion and price).

(d) As a local government, Council will, in assessing EOI’s, do so by reference to the principles governing the making of any agreement for the provision of services or the carrying out of work for Council as described in the *Local Government Act (Qld)* including as follows:

(i) open and effective competition;

(ii) value for money;

(iii) enhancement of the capabilities of local business and industry;

(iv) environmental protection; and

(v) ethical behaviour and fair dealing.

(e) Without limiting 19(d), consistent with local government’s mandate of public service, Council will take care in implementing or advancing any EOI or Contract for the Project to ensure that it is structured in a manner which provides value for money for Council and safeguards the public interest.

(f) The features referred to in this REOI are not exhaustive and it is presently anticipated by Council that these issues will be further developed in subsequent negotiation in short listing stages and then between short listing and any ultimate Contract.

20 **Evaluation process**

(a) EOI’s will, at a minimum, be evaluated against a Respondent’s response to the Evaluation Criteria set out in Annexure B. Council does however have the discretion to consider a Respondent’s response (if any) to the other matters noted in this REOI, together with such other matters that it may consider relevant, in its overall evaluation and assessment of the EOI’s received in response to this REOI.
(b) It is the responsibility of each Respondent to ensure its EOI provides sufficient detail in relation to the Evaluation Criteria set in this REOI.

(c) At its absolute discretion, Council may invite some or all Respondents to give a presentation on their submissions, which may include or be substituted by a formal question and answer session on their EOI and their capacity to undertake the Services. If requested by Council, a Respondent must:

(i) provide further information relating to its EOI; and

(ii) give a presentation at a time and place nominated by Council:

(A) to demonstrate the Respondent’s financial substance, technical capabilities and resources; and

(B) in relation to anything else relevant to the EOI.

(d) By submitting an EOI, a Respondent authorises Council and its agents (in writing, if required) to contact any referee nominated by the Respondent.

(e) Without limiting Council’s discretions, evaluations by Council will be carried out by a panel of Council officers who may be supported by external advisers and consultants (Evaluation Committee) by reference to criteria including the Evaluation Criteria established by Council and the other matters referred to in the REOI. Respondents must give members of the Evaluation Committee any co-operation and assistance reasonably requested of them to facilitate consideration of their EOI’s.

(f) Council, in its evaluation and assessment of the EOI’s:

(i) reserves the right to set priorities and to vary the priorities or weightings in its absolute discretion;

(ii) may disclose any part of a Respondent’s EOI to any third party who is required to consider it in connection with the assessment of the EOI;

(iii) may (but is not obliged to):

(A) require presentations from Respondents;

(B) conduct interviews with Respondent’s staff and subcontractors;

(C) contact the referees of a Respondent;

(D) investigate a Respondent’s structure and management and that of any relevant subsidiary or related corporation;

(E) make an assessment of the Respondent’s ability to carry out the Services at the price (if any) indicated in the Respondent’s EOI; and

(F) verify that the Respondent holds all necessary permits, licences, approvals and certifications necessary to enable it to lawfully carry out the Services.

(g) may if it considers any EOI (or part of it) to be ambiguous, erroneous or incomplete:

(i) refuse to consider the EOI;
(ii) request further information from the Respondent; or

(iii) request any Respondent to amend its EOI or a part or parts of it.

(h) The material submitted by Respondents in their EOI will be the principal source of material used in the evaluation. Without limiting any other power, right or discretion of Council, any personnel or project references may also be checked and taken into account.

(i) Council may determine that any EOI that does not achieve a satisfactory standard (determined by Council, in its sole discretion), in respect of each (or any) of the Evaluation Criteria will not be considered further.

(j) Council will as its deems appropriate, engage in discussions with any Respondent for the purpose of clarifying issues relating to that Respondent’s EOI and may request Respondents to provide written clarification of various aspects of the EOI. Council may or may not at its absolute discretion, disclose the content of such discussions to other Respondents.

21 Council’s rights and discretions

(a) Council does not make any representations, express, implied or inferred, or provide any undertakings to Respondents other than to invite them to submit an EOI.

(b) Council is not obliged to proceed to shortlist Respondents, to invite tenders or to negotiate or sign a Contract with any Respondent.

(c) Council may, by notice in writing to the Respondents, terminate this REOI process at any time at no cost or loss (contingent or otherwise) to Council and the Respondent shall have no right or entitlement for time or financial compensation whatsoever from such termination.

(d) Without limiting 21(c), Council is not responsible for, or liable to pay for, any costs, expenses, losses or damages which may be incurred by any Respondent in the preparation or submission of its EOI.

(e) Without limiting any part of this REOI or its rights at law or otherwise, Council reserves the right in its absolute discretion, and at any time, to:

(i) suspend, vary, withdraw, cancel or abandon this REOI process or any subsequent process for the selection of an organisation/s for appointment to the Contractor role;

(ii) change the structure or timing of this REOI process;

(iii) refuse to consider or accept any EOI or to shortlist any EOI received;

(iv) vary, cancel or amend the information, terms, procedures or processes set out in this REOI;

(v) decide at any time to not proceed with or carry out itself the Services or part of the Services in such a manner as Council sees fit;
(vi) at any time re-tender or re-invite EOIs for the provision of the Services with all or any of the Respondents who have submitted an EOI, or any other person (whether or not they submitted an EOI);

(vii) at any time pre-qualify, seek a submission from, shortlist or enter into negotiations (including as to price) with any one or more persons (whether or not they submitted an EOI);

(viii) at any time, accept, accept a substitution of, require the withdrawal of, or accept any addition to any of the entities comprising a Respondent, with the approved entities together comprising the Respondent for the purpose of this EOI; and

(ix) at any time vary its requirements for the provision of the Services by notice in writing to the Respondents.

22 Investigations by and responsibilities of the Respondents

(a) Respondents must make their own investigations as to the nature of the Services and satisfy themselves as to the accuracy and completeness of any matters stated in the REOI and of any assumptions upon which Respondents base their EOI prior to submitting their EOI.

(b) Without limiting clause 22(a) or other parts of this REOI, before lodging its EOI, each Respondent must:

(i) carefully read and consider the REOI and the information made available by Council with respect to the EOI and the process of responding to the REOI;

(ii) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the EOI;

(iii) inform itself of the nature of the obligations it must discharge under the REOI; and

(iv) satisfy itself that its EOI complies in all respects with the requirements of the REOI.

23 Reliance by Respondents

(a) Council gives no warranty as to the accuracy, completeness or otherwise of any information provided to the Respondent in or as a consequence of this REOI.

(b) In lodging an EOI, the Respondent acknowledges that it has not relied on any warranty, statement or representation (whether express or implied, oral or written) made by or on behalf of Council or otherwise.

(c) A Respondent will not rely upon any matter disclosed or representation or warranty made to the Respondent by Council, and will make and rely solely upon its own independent investigation, judgement and assessment of any such matter or representation. The Respondent indemnifies and will keep indemnified Council against any liability or loss arising from any claim, suit, demand, proceeding or action which, but for this document, the Respondent may have had against Council in respect of any matter disclosed or representation or warranty made to the Respondent by Council, no matter how the same arose.
(d) Council is not liable for any costs, damages, charges or expenses however arising which a Respondent incurs or becomes liable for in relation to or in connection with the preparation of an EOI, the submission of an EOI, or any other part of the REOI or EOI process and the Respondent releases Council from any such claim. Each Respondent participates in this EOI at its own risk.

(e) Any information supplied to a Respondent in this REOI or in subsequent oral or written communication by or on behalf of Council is provided to a Respondent for convenience only and may not be complete, up to date or accurate. The documents have been prepared to assist interested parties to make an evaluation of whether to submit an EOI. It is the Respondent’s sole responsibility to carefully review all documentation and all other material provided and to make any enquiries which it considers necessary or desirable to verify the information and materials contained in this REOI or in any subsequent oral or written communication or material. Accordingly, Council:

(i) is not responsible for the accuracy, completeness or contents of this REOI or any subsequent written or oral communications or materials provided;

(ii) does not make any representation and does not assume any duty of care in respect of this document, any subsequent written or oral communications or any reports or any other information or materials given to the Respondent as part of the REOI process or otherwise; and

(iii) is not liable in contract, tort or otherwise for any loss a Respondent suffers or incurs (whether due to the negligence of Council or its personnel) in respect of this REOI, any subsequent written or oral communications or any reports, data, test results, samples, reports or geotechnical investigations or any other information or materials given to the Respondent as part of the REOI process or otherwise.

(f) Any information supplied to a Respondent in the REOI or otherwise or in subsequent oral or written communication by or on behalf of Council is provided to the Respondent for convenience only and may not be complete, up to date or accurate.

(g) The Respondent will not rely upon any matter disclosed or representation, warranty or statement made to the Respondent by Council, whether in the REOI or otherwise, and will make and rely solely upon its own independent investigation, judgement and assessment of any such matter or representation.

(h) The Respondent must carefully review the REOI and all documentation and all other material provided and make any enquiries which the Respondent considers necessary or desirable to verify the information and materials contained in the REOI or in any subsequent oral or written communication or material. The Respondent has no right or entitlement for time or financial compensation of any kind arising from, or with respect to, or by reason of any error, omission, or misrepresentation in the REOI.

(i) Without limiting any other part of this REOI, Council is not liable for any liability, cost, expense, loss or damage arising out of, under, from or in any way related to this REOI or actions or inactions under it and the Respondent releases Council from any such liability:

(i) arising from any claim, suit, demand, proceedings or action which, but for this REOI, the Respondent may have had against Council in respect of any matters disclosed or representation or warranty made to the Respondent by Council;

(ii) which a Respondent incurs or becomes liable for in relation to or in connection with the preparation of an EOI, subsequent clarifications to an EOI, submissions
after lodgement of an EOI (whether or not that submission is required by Council or any other part of the REOI process.

(j) A Respondent acknowledges that it participates in this REOI on the terms described in the REOI and at its own risk.

24 Use of information and confidentiality

(a) An EOI submitted by a Respondent becomes the property of Council and will not be returned to the Respondent concerned.

(b) The REOI and all documents, information, drawings, specifications, technical information and other material and information provided to a Respondent:

   (i) remain the property of Council;
   (ii) must only be used for the purpose of preparing an EOI and for no other purpose;
   (iii) must not be disclosed to any person other than to a person who is assisting the Respondent in preparing its EOI; and
   (iv) must be returned by an unsuccessful Respondent to Council within 7 days of either being notified that the Respondent was unsuccessful or of a request for the return being otherwise made in writing to the Respondent by Council at any other time whatsoever.

(c) Such intellectual property rights as may exist in information contained the REOI or any related material will remain the property of Council but the Respondent is permitted to use that information and material for the purpose only of compiling its EOI.

(d) Subject to clause 24(e), such intellectual property rights as may exist in the information contained in the REOI are unaffected.

(e) Each Respondent licences Council and its officers, employees, agents, advisers and representatives (Personnel) to copy, adapt, amend, disclose or do anything else necessary (in Council's sole discretion) to all material (including that which contains intellectual property rights of the respondent or other persons) contained in its EOI for the purpose of Council’s evaluation of that EOI, negotiating the contract of appointment with the successful respondent (if this REOI process proceeds to that stage) and this REOI process generally.

(f) Council and its Personnel may make such copies of an EOI as it requires for those purposes.

(g) Respondents shall keep confidential and not:

   (i) disclose to any person; or
   (ii) copy, use or otherwise deal with for any purpose,

any information regarding the REOI or EOI process, the Services or the Project except to the extent that:

   (iii) a Respondent is specifically authorised in writing by Council; or
(iv) the information is necessarily disclosed to and used by others (who are also bound to keep the information confidential) for the purposes of enabling a Respondent to prepare its EOI.

(h) All information submitted by Respondents shall be treated as confidential. However, the identity of possible Respondents shall not be treated as confidential, and it should be noted that once a short-listed Respondent is nominated, Council may share with the other short listed Respondents any ideas tabled by other Respondents, except where the Respondent’s claim of Intellectual Property Rights has been accepted.

25 Privacy Act and RTI Act

(a) in relation to any ‘personal information’ as defined in the Privacy Act 1988 (Privacy Act) provided by a Respondent in connection with its EOI, the Respondent warrants to Council that it:

(i) has obtained the consent of each individual about which any ‘sensitive information’ (as defined in the Privacy Act) is provided;

(ii) has ensured or will ensure, within the time required by the Privacy Act, that each individual about whom any ‘personal information’ is provided has received a written statement setting out all of the matters required by the National Privacy Principles:

(A) in relation to the disclosure of the ‘personal information’ to Council, any related body corporate of Council and any of their advisers, agents or employees requiring the information for the purposes set out below; and

(B) disclosing that the entities referred to above shall use the ‘personal information’ for the purpose of reviewing and assessing the Respondent’s EOI; and

(iii) will comply with the provisions of the Privacy Act in relation to any ‘personal information’ provided to the respondent by Council, any related body corporate of Council any of their advisers, agents or employees.

(b) The Respondent acknowledges that the Right to Information Act 2009 (Qld) (RTI Act) entities members of the public to access documents held by local governments, including documents created by private entities, and access to exempt matter may be denied. The Respondent must familiarise itself with the relevant provisions of the RTI Act dealing with what material must be disclosed and what information is exempt matter and may be withheld from disclosure. Council accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the RTI Act. Where an EOI contains:

(i) material concerning the personal affairs of a person, living or dead;

(ii) trade secrets;

(iii) material (other than trade secrets) that is commercially valuable to the Respondent; or

(iv) other material confidential to the Respondent,

(v) the Respondent must identify that material in the EOI as confidential. Material not clearly identified in the EOI as confidential may be disclosed, without reference to
the Respondent, to any person who applies for disclosure under the RTI Act. Council reserves the right to disclose, in response to an application under the RTI Act, any material contained in or accompanying the EOI, including material identified in the EOI as confidential.

26 Conflicts of interest

(a) Respondents must clearly identify in their EOI whether or not they have any actual, perceived or potential conflict in responding to this REOI, and if so, the manner in which they intend to deal with that conflict.

(b) If, at any time, an actual or potential conflict of interest arises for any Respondent, that Respondent must immediately notify Council in writing of that conflict of interest.

(c) If a Respondent notifies Council of an actual or potential conflict of interest or Council becomes aware of the existence of an actual or potential conflict of interest, Council may, in its absolute discretion:

(i) enter into discussions to seek to resolve such conflict of interest;

(ii) cease further consideration of and disregard the EOI lodged by that Respondent; and/or

(iii) take any other action, as it considers appropriate.

(d) An EOI will not be considered if the Respondent or anybody on its behalf offers or gives anything to:

(i) any Councillor; or

(ii) any Council officer or agent,

as an inducement or reward that could influence the actions of the person in relation to the EOI. Any Respondent who directly or indirectly canvasses support from an elected member or employee of Council will be disqualified and any EOI submitted will not be considered.

27 Probity and security checks

(a) Council may perform such security, probity and/or financial checks and procedures as Council, in its absolute discretion, may determine are necessary in relation to any Respondent, its directors, officers and employees. By lodging an EOI, a Respondent agrees to provide all reasonable assistance, at the Respondent’s cost, to Council in this regard.

(b) If a Respondent considers that there is any matter of a probity or security nature concerning its organisation or affiliates or any of its officers or employees which ought to be brought to Council’s attention prior to it conducting its probity and security checks, such information should be included in its EOI.
28 Collusive behaviour

(a) Respondents and their respective officers, employees, agents and advisers must not engage in any collusive behaviour, anti-competitive conduct or any other similar conduct that contravenes any laws with any other Respondent or any other person in relation to the preparation or lodgement of an EOI.

(b) Respondents must not communicate or solicit information from Council or its employees, agents or advisers in relation to the REOI except for contact with the Contact Officer.

(c) In addition to any other remedies available under any law or any contract, Council may, in its sole and absolute discretion, immediately reject any EOI lodged by a Respondent that engaged in any collusive behaviour, anti-competitive conduct or any other similar conduct with any other respondent or any other person in relation to the preparation or lodgement of its EOI.

29 Applicable law

The law applying in Queensland applies to this REOI and the REOI and EOI process. Each Respondent must comply with all relevant laws in preparing and lodging its EOI and in taking part in this REOI process.
Schedules

Schedules for completion by Respondent
(to be returned with any EOI)

Response Schedule 1 – Form of Registration of EOI
Response Schedule 2 – Organisational Details
Response Schedule 3 – Parties to Expression of Interest
Response Schedule 4 – Project Plan (Evaluation Criteria)
Response Schedule 5 – Previous Experience (Evaluation Criteria)
Response Schedule 6 – Key Personnel (Evaluation Criteria)
Response Schedule 7 – Management System & Training (Evaluation Criteria)
Response Schedule 8 – Local Business (Evaluation Criteria)
Response Schedule 9 – References
Response Schedule 10 – Conflicts of Interest
Annexure A

Scope of Works

1 Introduction

Mackay Regional Council (MRC) provides water and sewage for approximately 120,000 residents in the central Queensland coastal region. MRC owns four water recycling facilities (Fig 1) located throughout the region that produce approximately 8,000 wet tonnes of Stabilisation Grade B and Containment Grade C biosolids per annum. Currently, biosolids from these facilities are removed at different intervals based on the size of the facilities and requirements from the Department of Environment and Heritage Protection. They are taken to a variety of farms in the region to be disposed.

The primary objective of this Expression of Interest (EOI) is for the Principal to understand current market’s appetite and capability to effectively and efficiently remove biosolids while:

- Maximising beneficial reuse in the region
- Minimising cost to Council
- Meeting requirements for effective removal of biosolids
2 Background information

Treatment Processes:

The process train in the existing Mackay South Water Recycling Facility (Mackay South WRF) includes:
- screening and grit removal
- four (4) basin sequencing batch reactor (SBR) process
- flow split between:
  - ultraviolet disinfection and discharge to Bakers Creek, or
  - gravity filter followed by chlorine disinfection then storage for re-use and irrigation.

Sludge is removed from the liquid stream as waste activated sludge from the SBR. This is discharged to three aerobic digesters operated in series and dewatered by centrifuge. Dewatered sludge cake from the centrifuge is discharged to a covered belt conveyor and conveyed to the top of a covered storage hopper. Sludge is supposed to be stored in the hopper for no more than three (3) days. Sludge is collected on a regular basis the contractor for off-site storage before application to land.

The process train in the existing Mackay North Water Recycling Facility (Mackay North WRF) includes:
- screening and grit removal
- two (2) basin sequencing batch reactor (SBR) process
- disc filter system
- ultraviolet disinfection
- effluent storage pond
- discharge to Reliance Creek.

The solids treatment process is similar to Mackay South, except that there are also three sludge lagoons and sludge drying beds, which may be used for bypass and overflow events.

The process train in the existing Mirani Water Recycling Facility (Mirani WRF) includes:
- screening and grit removal
- flow balancing tank
- activated sludge process
- clarification tank
- liquid alum (Aluminium Sulphate) can be added to mixed liquor to precipitate excess phosphorus
- ultraviolet disinfection.

The waste activated sludge and scum removed from the clarifier are discharged to sludge lagoons and are removed from the lagoons at three (3) to four (4) month intervals. The sludge is dewatered using mobile equipment and transferred off site.

The process train for the existing Sarina Water Recycling Facility (Sarina WRF) includes:
- screening and grit removal
- membrane bioreactor
- flow split between:
  - discharge into environment
  - chlorination for reuse.
Sludge is removed from the liquid stream as waste activated sludge. This is discharged to three aerobic digesters operated in series and dewatered by centrifuge. Dewatered sludge cake from the centrifuge stored in the biosolids storage bin before removed offsite.

This is shown below in Figure 2.

**Figure 2: Biosolids treatment process**

**Current Arrangement for Biosolids Removal:**

MWS contracts out the operation of the two largest WRFs (Mackay North WRF and Mackay South WRF). Biosolids are not stored at the water recycling facilities but are transported offsite every 3 days via B-double truck.

Biosolids from both Mackay North WRF and Mackay South WRF are dewatered and transported to farms near Clermont approximately 230 km away, other farms 100 km away at Nebo (both these farms being in the Isaac Region) and local cane farms in Mackay. The Mackay farms receive delivery of biosolids in cane planting season and when weather conditions permit.

Sarina WRF is dewatered and stored on site in a bin. The current arrangement will allow for removal once or twice a week from site.

The Mirani WRF processes their solids through the use of sludge lagoons. The sludge lagoons are dewatered approximately every three (3) to four (4) months.

**Table 1: Recycling Facilities in Scheme**

<table>
<thead>
<tr>
<th>Water Recycling Facility</th>
<th>Map Reference (Fig 1)</th>
<th>Average Wet Tonnage Per Year</th>
<th>Treatment Method</th>
<th>Collection Frequency</th>
<th>Contaminant Grade</th>
<th>Stabilisation Grade</th>
<th>Average % Dry Solids</th>
</tr>
</thead>
</table>
The removal and effective disposal of biosolids from these four sites is expected to cost the Principal between $75 - $85 per wet tonne. The Principal has reviewed multiple options on biosolids and has determined that the current arrangement is the best financial and service level outcome for Council unless the market can deliver an effective solution.

The Principal is interested in understanding what the current market can deliver near this price range while maximising beneficial reuse in the region and ensuring Council and legislative requirements are still met.

**Stabilisation Grade:**

The mixed settled and alum sludge for Mackay South WRF, Mackay North WRF and Sarina WRF is aerobically digested. It is understood that the digestion processes achieves Stabilisation Grade B as measured either by a reduction in volatile solids of at least 38%, no more than 10% further VSS reduction in a batch test, or an oxygen utilisation rate within the prescribed limit.

The sludge from Mirani WRF does not currently meet any of the stabilisation requirements as stated in the NSW biosolids guidelines due to not having a recognised pathogen reduction process. However, Mackay Regional Council is investigating upgrading the facilities to include an upgrade to the biosolids stream.

**Contamination Grade:**

The NSW biosolids guidelines Schedule 2 outlines the method used to determine the biosolids contaminant grade. Mackay North WRF and Mackay South WRF use continuous sampling. The contaminant grades have been compared against the mean and two (2) standard deviations for the mean (mean + 2SD). This

<table>
<thead>
<tr>
<th>Site</th>
<th>Number</th>
<th>Total Dry Tonne</th>
<th>Method of Digestion</th>
<th>On-Site Storage Duration</th>
<th>Contaminant Grade</th>
<th>C</th>
<th>B</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mackay North WRF</td>
<td>1</td>
<td>1,875</td>
<td>aerobic digesters</td>
<td>no longer than 3 days</td>
<td>C</td>
<td>B</td>
<td>14%</td>
<td></td>
</tr>
<tr>
<td>Mackay South WRF</td>
<td>2</td>
<td>4,880</td>
<td>aerobic digesters</td>
<td>no longer than 3 days</td>
<td>C</td>
<td>B</td>
<td>15.5%</td>
<td></td>
</tr>
<tr>
<td>Sarina WRF</td>
<td>3</td>
<td>400</td>
<td>aerobic digesters</td>
<td>skip Bin 1 week</td>
<td>C</td>
<td>B</td>
<td>14-17%</td>
<td></td>
</tr>
<tr>
<td>Mirani WRF</td>
<td>4</td>
<td>651</td>
<td>sludge lagoons</td>
<td>2-3 times a year</td>
<td>C</td>
<td>B</td>
<td>14%</td>
<td></td>
</tr>
</tbody>
</table>
indicates that Grade C can be met at both WRFs, with the limiting parameters for not obtaining Grade B being copper and zinc for both WRFs.

Mirani WRF samples are collected in batches and therefore based on Schedule 2 of the NSW biosolids guidelines the Q value for each batch has been calculated (mean + 2 SD). The mean has also been provided for comparison. The results indicate that Mirani WRF biosolids can achieve Grade C, with the limiting parameters for not achieving Grade B being copper, selenium and zinc.

The results indicate that all WRFs biosolids meet **Contaminant Grade C**.

**Future Growth of Biosolids:**

Mackay Regional Council has adopted a 1.57% growth projection and this will affect the expected amount of biosolids produced in the region. The current estimate is shown below.

![Figure 3: Biosolids produced per year](image)

**Green Waste:**

Council currently contracts the services for processing and reuse of greenwaste separately. There are strong seasonal variations for the quantity of green waste, but the historical data estimates 8,000 — 10,000 tonnes per annum, except during years with a Cyclone impacting the Mackay region. There is an opportunity to combine both green waste and biosolids for further processing, however contact will have to be made directly with the green waste contractor. Shortly, Council is intending to award a new service arrangement for a two year period for greenwaste processing.

If the combining of the two waste streams can be proven to be beneficial, there will be an opportunity to incorporate the green waste services contract into any future opportunities resulting from this EOI and this contract.
3 Specific requirements of the contract

Beneficial Reuse within the Region:

The Contractor shall be responsible for identifying appropriate beneficial reuse sites and obtaining the necessary permits and approvals for their use and the transportation to the sites.

The intent this EOI is to maximise beneficial reuse and the Contractor should clearly set out how this will be achieved.

Unsuitable for Reuse:

Biosolids which are not suitable for beneficial reuse in accordance with the NSW EPA Guidelines shall be disposed to a suitably licenced disposal facility with prior written permission from the Principal.

4 Implementation Timetable

The intent of the EOI is to understand current market viability of removing biosolids from the four water recycling facilities for use within the region, while still being a strong financial option near the current range of $75 — $85 per wet tonne.

The evaluation criteria that the Principal is using to review the submissions for the EOI are included in the Response Document, however some of the items are listed below:

- The ability to understand and meet all legislative and Council requirements to collect and dispose of the biosolids
- Lowest / comparative cost of the current arrangement
- Beneficial reuse within the region.
Only if the expressions of interests are able to meet the evaluation criteria, will the Principal shortlist the suitable applicants and continue the process for tendering. This term may be dependent on the viability of the options put forward.

5 Australian Standards

| Guidelines for Sewerage Systems Biosolids Management (November 2004) |
| Environmental Protection and Biodiversity Conservation (EPBC) Action 1999 |
| Queensland Environmental Protection Act 1994 |
| NWS Environmental Guidelines Use and Disposal of Biosolids Products 2000 |
| Work Health and Safety Act 2011 |
### Annexure B

**Evaluation Criteria**

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria description</th>
<th>Indicators</th>
</tr>
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</table>
| 1   | Project Plan (40)                | The Respondent must provide a plan which outlines the scenario/s to address the following:  
  - Volume required of materials sourced  
  - Meet all Council and legislative requirements to handle, transport and dispose of Biosolids and any end use product  
  - Identification of costs to Council  
  - Financial assessment to prove the sustainability through the life of the proposed arrangement |
| 2   | Previous Experience (20%)        | (a) demonstrated experience in delivery of previous projects of similar scale, nature and performance criteria;  
  (b) experience of proposed subcontractors and suppliers in previous projects of similar scale and nature. |
<table>
<thead>
<tr>
<th></th>
<th>Key Personnel &amp; Resources, including subcontractors and suppliers. (20%)</th>
</tr>
</thead>
</table>

The Respondent is also to provide verifiable details to evidence that it possesses suitable personnel, resources and equipment, including details of any proposed subcontractors and suppliers.

Without limiting the above, the Respondent must provide the following details:

(a) CV's demonstrating relevant experience in similar Works and references for any key personnel should be provided

(a) capacity to deliver required staffing levels – availability of resources;

(b) turnover, retention and replacement strategy for staff and estimated staff turnover rates.

(c) Proposed subcontractors and / or suppliers

(d) Ability to supply and sustain the necessary plant, equipment and materials, including a current commitment schedule for plant and equipment
| 4 | Management System (10%) | The respondent is also to provide details to evidence its processes systems to manage and administer the delivery of the Works including:

(a) Project Management Systems intended to be used by the Respondent on the Project, including:
   i. quality control;
   ii. testing and certification;
   iii. document control;
   iv. scheduling.

(b) Work Health and Safety System, including a copy of the Company WH&S Policy and contents page of the WH&S management manual or plan. Summary list of work method statements relevant to the Works, a standard WH&S inspection checklist and WH&S performance record for the last 3 years.

(c) quality assurance certification to ISO/ASN ZS9001 to be used by the Respondent to monitor and manage its performance

(d) details of environmental systems used by the Respondent to monitor its performance in compliance with relevant legislation and an ‘environmental history’ by the Respondent.

(e) Industrial relations polices, subcontractor and supplier management procedures

(f) Customer satisfaction assessment

| 5 | Local Business and Industry (10%) | The Local Government Act requires Council to adhere to certain principles governing the making of any agreement for the provision of services or for the carrying out of Works for Council. One such principle is described in section 106 of the Local Government Act is: ‘development of local business and industry’. Council will take this principle into account in its evaluation of EOIs. |
Annexure C

Indicative Timeline

<table>
<thead>
<tr>
<th>No</th>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Advertise EOI</td>
<td>21 Oct 2017</td>
</tr>
<tr>
<td>2</td>
<td>Closing date for submission of EOI</td>
<td>28 Nov 2017</td>
</tr>
</tbody>
</table>