



**CITY OF  
PARRAMATTA**

# **EXPRESSION OF INTEREST**

Over 55s Leisure and Learning

DUE DATE: 10am, Wednesday 23 April 2025

# 1. INVITATION AND CONDITIONS

## 1.1. Background

Through the City of Parramatta Council, Community Care provides a number of services for older people and people living with a disability. One of these services is the Over 55's Leisure and Learning Service, delivered at various locations across the City of Parramatta Council Local Government Area (LGA).

The City of Parramatta Council is located 24 kilometres west of the Sydney CBD, with the LGA encompassing some 83 square kilometres and comprises a population of approximately 269,000 people from a range of diverse cultures, lifestyles and experiences.

The Over 55's Leisure and Learning Service promotes the wellbeing and independence of people through opportunities for learning, social connectedness, and physical activities. Activities are run throughout the City of Parramatta Council Local Government Areas.

## 1.2. Project Scope and Deliverables

The City of Parramatta Council is seeking interested service providers that will enable City of Parramatta Council to form a panel of Contractors and initially enter into a contract for one (1) year with skilled and competent suppliers capable of providing activities such as Yoga, Tai Chi and Tai Chi for Arthritis, Line Dancing, Martial Arts, Gentle Exercise, Zumba Gold, Strength and Balance Exercises, A0rt, Craft, Dance Exercise Programs, Music or Singing classes and other forms of gentle exercise programs will be considered. We are open to consider programs designed to reduce isolation and which fit the demographics. Activities will be run as group sessions at various venues across the Parramatta Local Government Area.

Parramatta Local Government Area has five (5) Wards: Parramatta, Rosehill, Dundas, North Rocks, and Epping. The area spans from Toongabbie to Wentworth Point.

## 1.3. CORE Requirements

Eligible Contractors will be required to:

- be compliant as per Council contract agreement, and must have all the necessary required qualifications, insurances, first aid (including annual CPR renewal) and Association Memberships to hold the Contractor role.
- complete and comply with all Core and Work Health and Safety requirements for the contractor role.
- Once engaged, all compliance certificates will be required to be uploaded into Barrington's Smartek System by the contractor themselves. When they are up for renewal you will be notified. Once notified you must renew your documentations and then upload the new current documents into the Smartek System for compliance, failure to do so will be a breach of contract.
- complete all necessary compliance requirements, this will also include reading of all documentation, policies, handbooks etc that are in the Smartek System, this will be part of the contractual agreement.

What to consider when quoting:

Contractors are to factor in all necessary costs when providing quotations so it will enable them to provide and deliver a quality service. These include, but are not limited to:

- Barringtons Smartek System is to be utilised. Smartek is a cloud-based compliance management system that CoP use to manage compliance for Contractors and Volunteers.
- Allow for time to read and upload online compliance documents as required into Barringtons.
- Invoices are paid based on lesson duration only. The lesson duration is the time you are delivering the activity to participants.
- A health and safety inspection of the premises is to be conducted at start of every lesson by the Contractor. This time does not creep into class duration. Door codes will be provided for entry to venues, these are to be kept confidential.
- Liaise and work with class participants to ensure forms are completed, such as Pre-Activity forms and evaluations.
- Mark attendance roles for the class and send them by email weekly to email [communitycareadmin@cityofparramatta.nsw.gov.au](mailto:communitycareadmin@cityofparramatta.nsw.gov.au)
- This may move to an online system in the future.
- **Your hourly rate quoted must include all of the above, as extra time added to your invoice will not be accepted.**

Class activity programs are offered on a Term-Based Model, with most terms being a 10-week term. As they align closely with school term dates, they do not run during school holidays. Due to some dates clashing with public holidays, we may ask for some flexibility on accommodating for dates and times so that participants have full advantage of the activity they have paid for.

If a program is not viable due to insufficient participant/customer interest, Council may cancel a program at any time upon reasonable notice to the contractor.

Some activities could prove popular in some areas and not others, so we may change the venue to a different location or time, this would be done to meet the needs and demand of the local community. Contractors will work on a term-by-term basis with no expectations of payment if the work does not go ahead.

Contractors are expected to provide the service at the quoted and accepted price for the 12-month period. If the contract is to be extended beyond one (1) year, the quoted per hour price can only increase by the Consumer Price Index (CPI).

Probity Matters - the Contractor must:

- acquaint themselves and always comply with the Council's Codes of Conduct as published on the Council's website at <https://www.cityofparramatta.nsw.gov.au>, insofar as they are relevant and apply to this Agreement.
- not permit to arise any conflict of interest in the performance of its obligations under this Agreement.
- not engage in corrupt practices such as bribes or other inducements to the Council's staff or advisers or any conduct whose purpose or effect is to create (or create the appearance of) an unfair advantage; and not engage in any collusive or anti-competitive conduct with any other supplier.

#### Safety:

- The Contractor must ensure that (subject to written advice, warnings or instructions that the Contractor may give to the Council at the time of supply) the Services and Deliverables themselves and their manner of supply does not put the health and safety of any person at risk. The Contractor must comply promptly with all directions given by the Council concerning matters of health and safety.

#### Quality Assurance:

A Quality Assurance system shall be maintained throughout the duration of this contract. Documentary evidence of the quality control measures used to ensure that the important activities of the work are satisfactorily completed shall be required from time to time over the duration of the contract. Council however reserves the right to have any part of the work independently reviewed at any time. Performance will also be reviewed based on the Key Performance Indicators. As a form of contract management Council reserves the right to attend site from time to time to verify KPI's and WH&S are being met.

#### Key performance indicators:

Responsive – the contractor is responsive to the needs of class participants and the Over 55s Leisure and Learning Service.

- Respectful – the contractor treats participants and staff with dignity and respect.
- Communication – a high level of communication between participants, contractor and Council is maintained over the term of this contract.
- Quality – the work performed is of industry best practice and the requirements of this contract.
- Privacy – information that relates to members is maintained as private and confidential.  
Compliance – the contractor adheres to the City of Parramatta Council Code of Conduct and Statement of Business Ethics, Drug and Alcohol Policy and the Procurement Policy adopted by Council and current at the date of publication of this Invitation.
- Customer Satisfaction – high level of activity satisfaction with a high level of continuing attendance at activities
- Billing – contractors to supply invoice and attendance sheets on time and in formats requested.

### 1.4. Terms of engagement

The contractor will agree to enter into a Short Form (non-Construction) contract to supply services for 12 months.

The contract may be extended by a further one (1) year dependent on annual performance reviews based on compliance to the agreement and ability to meet key performance indicators as described above. These reviews will be carried out no less than one (1) month prior to the expiry of the current contract term.

Where a contractor is not performing as per these requirements Council has the right to terminate the contract.

## Non-Exclusive Contract

The Council's engagement of the Contractor is non-exclusive, and the Council may itself perform, or contract with any third party to perform, all or any part of the service (or services similar). Our contract is with you, and it is not permissible for you to sub-contract outside of your business, under this agreement.

## Modifications

Contractor to modify teaching method or activity to suit and include all participants. Contractors will be required to work with people over 55 years of age, people living with disabilities (and their carers) and people from diverse backgrounds.

Contractors are expected to show respect to participants at all times. Any changes to service arrangements must be discussed with the Service Coordinator initially and then communicated to participants to avoid anxiety and subsequent impacts on Council.

Contractor must have the capacity to modify the teaching instruction to ensure that all members are included and that they can safely participate without risk to their health and well-being.

Contractors cannot accept numbers over the class capped limit. Any requests for class capacity increases must be directed to the Council Service Coordinator for consideration. WHS safety is based on class number registrations and not necessarily patterns of attendance.

## 1.5. Selection criteria

The applicants' submissions will be assessed using a value selection process so that both price and non-price attributes can be taken into account. The method objectively assesses ability and merit to provide a clear indication of the most appropriate contractor by balancing the 'value for money' constraints against the required standards and scope of the work. The criteria for the selection of a contractor are:

- Is your company, or a part of your company, located in the Western Sydney region?
- Value for money, including additional costs compared to the benefits to be obtained,
- The knowledge and experience in the particular field. Of particular importance is the presence of sufficient depth of experience to cover the broad range of skills needed.
- The proponent's current capacity and resources to work to the program as presented by the proponent.
- Does the company or individual hold membership / registration with appropriate Peak Body Associations?
- Workplace Health and Safety measures actively pursued by the business in executing its daily activities whilst meeting all State and Federal laws.
- Ability to meet requirements set out in the Core Requirements (Schedule 3).
- A National Criminal Record Check (CRC) are required for contractors working with or in contact with Vulnerable persons. This includes groups (or individuals such as a 1:1 ratio).

Proposals will be evaluated in accordance with the selection criteria set out below.

Compliance Criteria (Mandatory)	CORE Requirements	Additional Commentary (office use only)
1.	Current clear Police Clearance Check	
2.	\$20million Public Liability Insurance (page 8)	
3.	Current First Aid and Annual CPR	
4.	Qualifications against activity being offered	
5.	Association Memberships	
6.	Smartek Compliance	Checks completed by internal staff quarterly
7.	Acceptance of Service Level Agreement	

Qualitative Criteria	Heading	Weighting
1.	Price	40%
2.	Activity Lesson Plans including Modification Opportunities	25%
3.	Service Conditions (KPIs)	10%
4.	Previous Experience	10%
5.	Safe Work Method Statements	10%
6.	Local Business	5%
Total		100%

#### 1.6. Clarification and request for additional information

Proponents may contact the below requesting clarification and/or ask questions. There will be a transparent process where all proponents are informed of the response issued.

Proponents should not seek information about this Request for Proposal or rely on any information relating to this Request for Proposal from any person other than the Contact Officer:

Contact Details	
Name	Maree Burke
Position	Business Coordinator
Telephone	(02) 9806 5121
Email	<a href="mailto:communitycareadmin@cityofparramatta.nsw.gov.au">communitycareadmin@cityofparramatta.nsw.gov.au</a>

## 1.7. Submission of proposal

The Expression of Interest must be lodged by the deadline. The deadline for this Expression of Interest is in Australian Eastern daylight savings time. Please return the completed Response Schedule starting on page 7, along with supporting documents as evidence.

All submissions must be received in writing via email to [communitycareadmin@cityofparramatta.nsw.gov.au](mailto:communitycareadmin@cityofparramatta.nsw.gov.au) by 10am, Wednesday 23 April 2025.

Submissions should be no greater than 10MB (including maximum video file size of 5MB) in size.

All proposals will be evaluated by an internal assessment panel. City of Parramatta will assess submissions based on the selection criteria. City of Parramatta reserves the right not to proceed to contract with any of the companies providing a submission during this process.

## 2. RESPONSE SCHEDULE

### 2.1. Returnable Schedule

Applicants Business Name

ABN

Business Address

Contact Details

Email Address

Contact Number

Are you registered for GST? YES NO (please circle)

#### CONFLICT OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Conflicts of Interest".	"Conflicts of Interest"	Tick if attached <input type="checkbox"/>
Please add any relevant further detail here: - 		

#### FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more (including any liability for costs)?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
Please add any relevant further detail here:- 		



## INSURANCE

Consultants should provide details of insurance currently held and that for any proposed subcontractor/s. The minimum requirement for **Public Liability is \$20 million** for any one claim or series of claims arising out of one event. For the following insurances please provide a copy of the policy document that sets out the policy number, extent of cover, expiry date and name of insured / insurer:

- (a) Workers Compensation
- (b) Public Liability
- (c) Other - specify

Consultants must advise if they are prepared to increase their insurance coverage (if necessary) to meet Council's minimum requirements if deemed suitable.

"Insurance Coverage"

A  
B  
C

Tick if attached

☐  
☐  
☐

Please add any relevant further detail here: -

	Policy No.	Extent of Cover		Expiry Date	Name of Insurer	Copy Attached
		Per Incident / Max. Cover	Aggregate			
Workers Compensation/ Accident Insurance or Income Protection Insurance for sole traders						
Public Liability						
Motor Vehicle Rego:						

## 2.2. Statutory Declaration

The Tenderer shall complete the following: -

I ..... (Full Name)  
..... (Position)  
Of .....  
..... (Company's Name and Address)  
ABN ..... ACN .....

do solemnly and sincerely declare, in respect of this ITT for .....  
....., that: -

I am duly authorised by .....  
(The Tenderer)

to submit this, offer and make this declaration on the Tenderer's behalf.

1. Prior to the submission of the Tenderer's proposal, neither the Tenderer nor any servant, agent or contractor of the Tenderer who has been involved in the formulation of the Tenderer's proposal had any knowledge of the terms of:

(a) any other potential Tender response by another person or corporation; or

(b) any other actual Tender response by another person or corporation.

2. Prior to the submission of the Tenderer's proposal, neither the Tenderer nor any servant, agent or contractor of the Tenderer who has been involved in the formulation of the Tenderer's response disclosed to any other person or corporation the terms of the Tenderer's proposal.

3. The Tenderer's proposal has been submitted in good faith.

4. In formulating the Tenderer's proposal the Tenderer and any servant, agent or contractor of the Tenderer who has been involved in the formulation of the Tenderer's proposal has consulted with potential agents and sub-contractors on a confidential basis.

5. Neither the Tenderer nor any servant, agent or contractor of the Tenderer who has been involved in the formulation of the Tenderer's response has entered into any contract, arrangement or understanding with another person or corporation (*third party*) who has also submitted a Tender response that involves making monetary payment to the third party or providing the third party with a non-monetary benefit of any kind if the Tender response submitted by the third party is unsuccessful.

6. The Tenderer nor any servant, agent or contractor of the Tenderer who has been involved in the formulation of the Tenderer's response has a conflict of interest or a criminal conviction or both that has not been disclosed in the Tender response.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Signature of Authorised Person		Date

I ..... *Name of authorised witness*

a ..... *Qualification to be authorised witness*

certify the following matters concerning the making of this statutory declaration by the person who made it:

\*Please cross out any text that does not apply

1. \* I saw the face of the person or \*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.

2. \* I have known the person for at least 12 months or \* I have not known the person for at least 12 months, but I have confirmed the person’s identity using an identification document and the document I relied on was: [.....]

..... *Describe identification document relied on*

..... *Signature of authorised witness*

..... *Date*

### 2.3. Compliance criteria

#### Attachment A - Service Level Agreement - Compliance Criteria per page 5 – Point 7

##### Responsive

- The contractor should always be responsive to customers and be prepared to modify activities as required.

##### Respectful

- Each customer is an individual. The contractor should always treat customers with dignity and respect regardless of their origins or present circumstances.

##### Communication

- A high level of communication between customer, contractor and Council must be maintained over the term of this contract. Mental health issues may be evident with a small minority of customers and must be taken into consideration.
- Contractors must maintain sensitivities and sensibilities when coming to the best arrangements to ensure that the activity is delivered in the most appropriate manner in these circumstances. Repeated failure to effectively communicate with customers may be considered a breach of contract.
- Contractors are required to have developed cultural competence which results in an ability to understand, communicate with, and effectively interact with people from all cultures.

##### Responsible Person

- The contractor shall nominate a team member who will be responsible for day-to-day liaison with the City of Parramatta Council's authorised representative. Council must be notified prior to any changes in the team member filling this role.

##### Key Persons

- The contractor shall nominate the names of key members of the team who will undertake the work. A broad outline of the technical experience of each of the team members, their current qualifications, membership associations, immunisation status and current Criminal Record Check is required. Insurances if not covered by the primary contract holder.

##### Cancellations

- Contractors should have a back up person in case of unforeseen illness or events. These people need to be nominated as above as Key Persons. Council needs to be contacted to advise of this change in class Contractor.
- In the event that you (the Contractor) need to cancel a class, you must contact and speak with

the City of Parramatta Over 55s Coordinator as early as possible and in addition, if possible, contact your class participants to notify of cancellation, before the scheduled time.

#### **Class Numbers**

- Numbers are set in accordance with Work Health and Safety. It is based on the number of participants PAID and not on the average attendance. No additional members may be admitted by the Contractor without prior consent of the City of Parramatta Over 55s Coordinator.

#### **Criminal Record Checks**

- Contractors are required to submit a certified copy, or the original, of all current Criminal Record Checks with this Agreement for all persons carrying out work for the Council. Non-verified photocopies are not permissible as evidence of an existing certificate. Criminal Record Certificates are not permitted to expire.

Attachment B - Activity Charges (amount inclusive of GST if registered for GST)

- Qualitative Criteria per page 5 – Point 1

What Health and Well-Being Activities are you interested in facilitating/instructing? (tick relevant boxes – these are examples only)

Health and Fitness	Social and Education
<input type="checkbox"/> Zumba Gold	<input type="checkbox"/> Music / Singing - Choir
<input type="checkbox"/> Dance (please nominate e.g. Ballroom)	<input type="checkbox"/> Photography
<input type="checkbox"/> Gentle exercise	<input type="checkbox"/> Natural Therapy (Meditation)
<input type="checkbox"/> Line Dance	<input type="checkbox"/> Craft (various projects)
<input type="checkbox"/> Pilates	<input type="checkbox"/> Art for Beginners or Advanced (painting/drawing) (please nominate)
<input type="checkbox"/> Yoga	
<input type="checkbox"/> Tai Chi	
<input type="checkbox"/> Tai Chi for Arthritis	
<input type="checkbox"/> Strength and Balance exercise	
<input type="checkbox"/> Martial Arts	
Other (please specify): _____	

For each course identified above, please provide the following details.

Course outline (please attach an Activity Plan of the proposed course/s and activity outcomes for participant):

Target audience (e.g. Over 55s) including preferred class size - the maximum number of participants able to be managed safely during the activity, in a class environment (if applicable):

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Duration of course (please specify e.g. 60, 90 or 120 minutes):

Class duration: \_\_\_\_\_ minutes

Hourly rate: \$\_\_\_\_\_

Hourly rate is inclusive of all set up, equipment, any parking fees. **All prices are inclusive of GST if you are registered for GST.** No additional fees invoiced will be paid, only the hourly rate quoted.

Please outline your relevant qualifications, certificates, and experience. (attach a copy of your resume and all relevant Qualifications, First Aid (including current CPR) and Association memberships) including any other relevant required particulars.

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Please indicate your preferred location:

<input type="checkbox"/> Epping	<input type="checkbox"/> Dundas	<input type="checkbox"/> Carlingford
<input type="checkbox"/> Ermington	<input type="checkbox"/> Parramatta CBD	<input type="checkbox"/> Winston Hills
<input type="checkbox"/> Newington	<input type="checkbox"/> Roselea Hall -	<input type="checkbox"/> North Rocks
<input type="checkbox"/> Toongabbie	Beecroft	<input type="checkbox"/> Wentworth Point
	<input type="checkbox"/> ONLINE	

When are you available?

Days:	Preferred times - please specify:
<input type="checkbox"/> Monday	_____
<input type="checkbox"/> Tuesday	_____
<input type="checkbox"/> Wednesday	_____
<input type="checkbox"/> Thursday	_____
<input type="checkbox"/> Friday	_____

Attachment C – Schedule – WH&S

- Qualitative Criteria per page 5 – Point 5

Note: Copies of evidence against each question, must be attached to this submission

	Description of Critical Element	Yes	No	N/A	Documents Attached	Additional Comments
1.1	The Contractor has safe operating procedures / Safe Work Method Statements, relevant to the scope of operations and risks identified for scope of work.					
1.2	The Contractor has supplied an Activity Plan including modifications possible.					
2.4	If applicable, the Contractor has a policy and/or forms relating to the documentation of equipment and their regular inspections, testing and maintenance.					
3.1	The Contractor, if an employer, has a documented policy in place in relation to WHS training and can demonstrate records of current training, records of competencies for all relevant areas of operation.					
3.2	The Contractor has a documented process for the recording and checking of all relevant licences and qualifications for Key Persons i.e. drivers' licence and criminal record checks.					
4.2	The contractor has a process for reporting incidents at the workplace.					
4.3	Do incident reports contain prevention recommendations?					
6.2	If applicable, the Contractor records Workcover infringements, penalties, or other breaches of statutory law.					
7.1	The Contractor has a documented process for the management of Key Persons.					

This document is to be completed by the tendering contractor. The purpose of this document is to provide council with specific information on the contractor's ability to conduct its works in a systematically safe manner. Additional Safe Work Method Statements should be attached.



Attachment D – Schedule – Previous Experience  
- Qualitative Criteria per page 5 – Point 4

Please provide details of three recent and relevant referees for work provided:

Activity:	Venue:
<hr/>	
Demographic of Participants:	Duration of Contract:
<hr/>	
Contact Name:	Phone number:
<hr/>	
Occupation:	Relationship to you:
<hr/>	

AND

Activity:	Venue:
<hr/>	
Demographic of Participants:	Duration of Contract:
<hr/>	
Contact Name:	Phone number:
<hr/>	
Occupation:	Relationship to you:
<hr/>	

AND

Activity:	Venue:
<hr/>	
Demographic of Participants:	Duration of Contract:
<hr/>	
Contact Name:	Phone number:
<hr/>	
Occupation:	Relationship to you:
<hr/>	

- END -