

Unsolicited Proposal Policy

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Related Documents	Procurement Policy Lease and Licence Policy Acquisition and Disposal of Land Policy Acquisition and Disposal of Road Policy Disposal of Council Assets Policy Request for Services Policy Prudential Management Policy Risk Management Policy
Applicable Legislation	<i>Local Government Act 1999</i>

1. Purpose

- 1.1 Alexandrina Council (**Council**), from time to time, receives Unsolicited Proposals (**UP**) from individuals, businesses, not-for-profit associations, community groups and other government agencies.
- 1.2 The purpose of this policy is to stimulate and encourage investment and innovation for the benefit of our community, and to establish the framework required to provide confidence to our community and potential Proponents that all UP received will be considered in a consistent, transparent and lawful manner to deliver the highest standards of public value.

2. Scope

- 2.1 This Policy is applicable to all UP submitted to the Council.
- 2.2 The Council has the sole discretion as to when and if the Policy applies to a particular UP, including if and when an exclusive negotiation or period of exclusivity will apply. The Chief Executive Officer is delegated to make this determination.
- 2.3 Where a UP involves more than one council, the relevant councils may resolve to nominate a lead council for the proposal, adopt any one of their UP processes, with any required variations, to apply to that proposal in place of their individual policy, guidelines, or procedures.

3. Definitions

Act means the Local Government Act 1999 (SA).

Application Form means the application form as Appendix A to this Policy.

Council means the Alexandrina Council.

Delegate means an officer provided with authority to make a determination under this Policy.

Elected Council means, where a determination is required, the resolutions of the Council in a formally constituted meeting.

Intellectual property means inventions, original designs and practical applications of good ideas protected by statute law through copyright, patents, registered designs, circuit layout rights and trademarks. Intellectual Property also includes trade secrets, proprietary know-how and other confidential information protected against unlawful use and disclosure by common law and additional contractual obligations.

Proponent means a person, business or any other organisation that approaches the Council, its staff, Mayor or Councillors with a UP, or with an intention to submit an UP.

Unsolicited Proposal (UP) means an innovative proposal submitted to Council which has not been requested by or would be dealt with by Council through its regular procurement or asset lease/disposal processes. An unsolicited proposal may include, but not be limited to, a proposal for the:

- purchase, lease, or development of Council owned and/or managed land;
- supply of goods or services to or on behalf of Council; or
- provision of infrastructure and / or services to the community.

Unsolicited Proposal Manager (UP Manager) mean the Council Officer undertaken the duties of the UP Manager outlined in this Policy. Typically, the UP Manager will be the Department Manager of the function to which the UP relates.

4. Objectives

- 4.1 Council has adopted this Policy for the purpose of Section 49 of the *Local Government Act 1999* (Act).
- 4.2 The following objectives will guide Council's consideration of UPs:
- 4.2.1 Promote the development of innovative ideas and proposals by businesses, not-for-profits, and other government agencies to assist Council achieve the community's aspirations
 - 4.2.2 Provide a clear and identifiable process for Proponents seeking to put forward UP to Council;
 - 4.2.3 Provide a framework for assessing UP with a view to delivering innovation, value for money, and alignment with Council's strategic management plans and policies;
 - 4.2.4 Ensure a robust level of probity is applied to all UP, by protecting intellectual property; maintaining impartiality, accountability, transparency and confidentiality; and managing conflicts of interests; and
 - 4.2.5 Ensure that the UP process is not used to circumvent the Council's regular procurement processes.

5. Commitment to testing the market

- 5.1 Pre-lodgement meeting

- 5.1.1 Before formally submitting a UP via the process detailed below, the Proponent may request a pre-lodgement meeting with the Chief Executive Officer (or their delegate). This meeting is not mandatory, but it may assist the Proponent to determine if their proposal is one that may be considered under this Policy.
- 5.1.2 Proponents are encouraged to bring a draft completed Application Form (*Appendix A*) with them to this meeting.
- 5.1.3 Nothing that is discussed at the pre-lodgement meeting binds the Council or the Proponent and the Proponent may continue with the lodgement of its proposal notwithstanding any feedback that it may receive at or following the pre-lodgement meeting.

5.2 Receipt and assessment process

The process by which the Council will receive and consider UP is a three-stage process. In summary, the three stages are:

Stage	Description
Stage 1 – Initial Proposal	The objective of the initial proposal stage is to enable the Proponent to provide Council with a high-level overview of their UP and for Council to assess the proposal against the Stage 1 criteria to form a preliminary view as to whether the UP should be progressed.
Stage 2 – Detailed Proposal	The objective of Stage 2 is to consider the feasibility of the proposal, how it will be delivered, and whether it represents value for money, and what outcomes it will deliver for Council and the community. This will be an interactive process between Council and the Proponent that will occur within the framework established by Council.
Stage 3 – Contract Negotiation and Finalisation	The objective of Stage 3 is to enter formal contract/agreement negotiations to reach agreement on the progression of the Proposal.

5.3 Exclusivity Period

- 5.3.1 The Council may, in its absolute discretion, enter a period of exclusive negotiation with a person in relation to a proposed or submitted UP. The Elected Council will determine whether a period of exclusivity is to apply when considering the Stage 1 report in clause 5.4.9.
- 5.3.2 Exclusivity between the parties is not assumed simply by submission of an UP to the Council.

- 5.3.3 Exclusive negotiations may be justified in circumstances, for example, where a Proponent's Intellectual Property should be protected or where, on balancing of Stage 1 assessment criteria, there is a clear benefit to the Council in doing so.
- 5.3.4 If the Elected Council determines to enter into a period of exclusive negotiation with a Proponent, the following broad terms will apply:
 - (a) During the exclusivity period, the Council will not enter into negotiations with another party in relation to another proposal that is substantially similar to the subject matter of the proposal;
 - (b) The Council may set specific terms and conditions for the exclusivity period which it will advise the Proponent in writing;
 - (c) The Council may end the exclusivity period at any time and withdraw from exclusive or all negotiations with the Proponent at no cost or liability to the Council; and
 - (d) All correspondence between the Council and the Proponent will be kept confidential, subject to any legislative requirements.

5.4 Stage 1: Initial Proposal

- 5.4.1 The objective of Stage 1 is to enable a Proponent to provide the Council with a high-level overview of its proposal which enables the Council (or its delegate) to form a preliminary view as to whether:
 - (a) the proposal may be considered under this Policy; and
 - (b) the proposal should be considered further.
- 5.4.2 A UP should be submitted on a completed Application Form as contained in Appendix A (which can be downloaded from the Council's website) and may also include further information that the Proponent wishes to provide for Stage 1.
- 5.4.3 A UP will not involve negotiation at this stage. This opportunity will arise in later stages if the Council determines that the proposal should proceed.
- 5.4.4 Once a UP has been submitted in accordance with this Policy, management of the proposal will be undertaken by the UP Manager.
- 5.4.5 The UP Manager will review the UP, as contained on the Application Form, to determine whether there is sufficient information to enable a Stage 1 assessment. The UP Manager will liaise with the Proponent regarding any additional information or clarification regarding the UP. When the UP Manager is satisfied that they possess sufficient information regarding the UP this will constitute to commencement of the Stage 1 assessment.
- 5.4.6 The UP Manager will determine whether the proposal meets the criteria (see clause 5.5) for it to be considered under this Policy and, if so, whether to recommend its progression to Stage 2. In undertaking the assessment, the UP Manager:
 - (a) may consult with other Council departments and further professional advisers as it deems necessary; and /or

- (b) have regard to the appropriateness of an exclusivity period (clause 5.3) and make a recommendation to the Chief Executive Officer, as required.
- 5.4.7 Once the UP Manager has assessed the UP against the criteria and formed a view as to whether the UP should proceed to Stage 2, a recommendation and report on this basis will be prepared for consideration of the Chief Executive Officer.
- 5.4.8 The Chief Executive Officer has the delegation from Council, after consideration of the Stage 1 report, to determine whether to endorse the proposal for Stage 2 assessment, to reject the proposal, or to refer a rejection recommendation to Council for decision.
- 5.4.9 Upon consideration of the Stage 1 endorsed report (referred to in clause 5.4.8.1) the Council will determine whether to approve the UP for Stage 2 assessment or to reject the UP.
 - (a) If the UP is approved for Stage 2 assessment by the Elected Council, the Proponent will be provided with the following in writing by the UP Manager:
 - i. Notification that the proposal has been approved by the Elected Council to proceed to Stage 2;
 - ii. A copy of the Elected Council's resolution (subject to any confidentiality provisions);
 - iii. The broad terms and timeframes for Stage 2 consideration of the proposal; and
 - iv. Information on any other matters relevant to the proposal and the Council's further consideration of it that the Council considers to be appropriate.
 - (b) If the UP is rejected, the Proponent will be notified of the outcome in writing by the UP Manager and no further consideration of the UP will occur.
- 5.4.10 The anticipated timeframe for the completion of Stage 1, commencing from where the UP Manager determines that they have all of the information they needs to consider the proposal, is 90 calendar days, but may be shorter or longer depending on the nature of the UP and Council's resources and priorities prevalent at the time.
- 5.4.11 Any endorsement of a UP at Stage 1 is "in principle" endorsement only so that the UP may proceed to Stage 2 consideration.

5.5 Stage 1: Assessment Criteria

- 5.5.1 In determining whether a UP will proceed to Stage 2, with or without a period of exclusivity, the UP Manager will assess the UP against the following criteria:
 - (a) *No competing proposals*
 - i. Whether the subject matter of the UP is already the subject of an existing or proposed process (i.e. procurement, lease, asset

disposal, etc.) If the subject matter of a UP is already being considered or proposed to be considered by the Council in this way, then it is unlikely that a UP will pass Stage 1 unless the Proponent can demonstrate that their proposal has superior merit.

(b) *Community need/Council priority*

- i. Whether the UP:
 - A. Promotes the Council's role and functions;
 - B. Is broadly consistent with the Council's objectives outlined in its strategic management plans and other relevant documents;
 - C. Mitigates existing Council risk exposures and/or does not create unmanageable new risks; and
 - D. Provides a clear economic, social, or environmental beneficial outcome for Council and the community.

(c) *Innovative*

- i. Whether the UP is innovative, and how and why it is innovative such that it justifies the Council considering it under this Policy rather than via its usual processes.
- ii. A Proponent may be able to establish their UP is innovative by demonstrating that:
 - A. It cannot be readily delivered by competitors at all or within the timeframes proposed by the Proponent
 - B. The Proponent owns something that would limit other parties from being able to deliver the proposal (for example, Intellectual Property or strategic landholdings)
 - C. The Proponent has innovative financial arrangements that enable it to deliver the UP where other parties would not be able to
 - D. A combination of factors which may not stand alone as being unique but which together create an innovative proposal in the circumstances.

(d) *Capacity of the Proponent*

- i. Whether the Proponent has the skills, experience, reputation, credibility and resources required to enable it to deliver the UP.

5.6 Stage 2: Detailed Proposal

- 5.6.1 Stage 2 involves further consideration of the feasibility of the UP, how it will be delivered, and what outcomes it will deliver for the Council and the community.
- 5.6.2 Where a proposal has progressed to Stage 2, the UP Manager will convene a meeting with representatives of relevant departments of the Council or

external experts depending on the subject matter of the proposal (the “Steering Committee”).

- 5.6.3 Stage 2 will be an interactive process between the Steering Committee and the Proponent within a framework established by the Steering Committee.
- 5.6.4 The Steering Committee will establish a framework for Stage 2 which may include:
- (a) Confidentiality, conflict of interest, communication and probity protocols;
 - (b) Stage 2 participation terms and conditions;
 - (c) Stage 2 assessment criteria;
 - (d) Timeframes;
 - (e) Information to be provided and/or shared;
 - (f) Governance requirements;
 - (g) Budget allocation/cost attribution arrangements; and
 - (h) Any other matters that the Steering Committee considers necessary or desirable.
- 5.6.5 The matters that the Steering Committee may consider during Stage 2 are, but not necessarily limited to:
- (a) If the UP is legally, technically and financially feasible;
 - (b) How the UP would best be structured to deliver the best outcome for the Council and the community;
 - (c) A cost/benefit analysis of the UP;
 - (d) The identification and allocation of risk and management strategies;
 - (e) Government and community priority;
 - (f) Alignment with:
 - i. Council’s strategic management plans, policies and procedures; and
 - ii. Relevant planning and development provisions;
 - (g) Competitive neutrality provisions;
 - (h) Impact on Council’s financial and resource capacity and capability;
 - (i) Environments and sustainability considerations
 - (j) How innovative the UP is;
 - (k) The Proponent’s financial capacity, capability, licencing or certification, compliance with of WHS/Environmental/Quality frameworks;
 - (l) The proposed delivery method;
 - (m) The management of Intellectual Property Rights;
 - (n) The requirement for and provisions of any non-disclosure agreements; and
 - (o) Consultation requirements.

- 5.6.6 During Stage 2, the Steering Committee may:
- (a) Convene meetings with other subject matters experts, professional advisers and other persons that the Steering Committee sees fit
 - (b) Convene meetings with the Proponent
 - (c) Request further information from the Proponent as required
 - (d) Obtain reports and further information for the Steering Committee's consideration of the UP, and
 - (e) Arrange the preparation of a detailed report on the UP for the Council's consideration.
- 5.6.7 During Stage 2, a Proponent must:
- (a) Develop a detailed proposal, consistent with the requirements outlined by the Council at the end of Stage 1
 - (b) Provide any additional information as required, and
 - (c) Make themselves available to participate in meetings requested by, and respond to communication from the Steering Committee.
- 5.6.8 At the end of Stage 2, a report and recommendation will be prepared for the Elected Council's consideration containing one of the following options:
- (a) That all or part of the UP will proceed to Stage 3 on an exclusive consideration basis
 - (b) That all or part of the UP will not continue to be considered on an exclusive basis but that all or part of the proposal warrants a competitive bidding process,
 - (c) That Council will undertake the implementation of the proposal under its own auspices; or
 - (d) That all or part of the UP is not suitable for further progression under this Policy and consideration of the UP is now at an end.
- 5.6.9 When the Stage 2 report is to be considered by the Elected Council the Proponent will be provided with the opportunity to address the Elected Council in support of their UP.
- 5.6.10 Upon consideration of the Stage 2 report (referred to in clause 5.6.7) the Council will determine whether to approve the UP for progression to Stage 3 assessment or to reject the UP.
- (a) If the UP is approved for progression to Stage 3 by the Elected Council, the Proponent will be provided with the following in writing by the UP Manager:
 - i. Notification that the proposal has been approved by the Elected Council to proceed to Stage 3;
 - ii. A copy of the Elected Council's resolution (subject to any confidentiality provisions);
 - iii. The broad terms and timeframes for Stage 3 consideration of the UP; and

- iv. Information on any other matters relevant to the UP and the Council's further consideration of it that the Council considers to be appropriate.
- (b) If the UP is rejected, the Proponent will be notified of the outcome in writing by the UP Manager and no further consideration of the UP will occur.

5.7 Stage 3: Contract Negotiation/Proposal Implementation

- 5.7.1 Some UPs may not require the Proponent to be involved in the implementation following the Stage 2 decision (i.e. if Council resolves to undertake the proposal under its own auspices). In these situations, Stage 3 will consist only of keeping the Proponent informed of Council's progress in implementing the proposal.
- 5.7.2 Where 5.7.1 does not apply, Stage 3 allows the Council and the Proponent to negotiate a suitable contract/agreement for the implementation of the UP. Depending on the nature of the Proposal, the suitable contract/agreement could include a lease, licence, or other form of legal instrument.
- 5.7.3 At the commencement of Stage 3, the UP Manager will advise the Proponent of the process and protocols for the development of a contract/agreement. This will include, but is not limited to, the contribution of the parties to the costs associated with the development of agreements/contracts.
- 5.7.4 Once a contract/agreement has been agreed in principle between the UP Manager and the Proponent, the contract/agreement will be submitted to the appropriate delegate to seek their approval. The UP Manager will then advise the Proponent in writing of one of the following:
 - (a) that the Council agrees to the terms and conditions of the contract/agreement and will proceed to execute it
 - (b) that the Council agrees to the contract/agreement, subject however to specified variations or conditions
 - (c) that the Council does not agree to enter into the contract/agreement but instead determined to pursue or consider pursuing the UP through another process, including a competitive bidding process; or
 - (d) that the Council does not agree to enter the contract/agreement and that its consideration of the proposal under this Policy is now at an end.

6. Probity Framework

- 6.1 It is a primary objective of this Policy to ensure the probity of the processes employed by the Council to consider UP. As such, in addition to any specific requirement outlined in this Policy, probity principles will be established when dealing with Proponents in relation to their UP to ensure that:
 - 6.1.1 proposals are received, assessed and negotiated, and decisions are made, through an approved and transparent framework
 - 6.1.2 decisions are made through a robust framework and so that they will deliver the best outcomes for the Council and its community
 - 6.1.3 confidential information is protected, and

6.1.4 any actual or perceived conflict of interest or bias is managed.

6.2 The Council may, at any stage outlined in this Policy, engage a probity adviser or auditor based on a risk assessment of the proposal under consideration.

7. Intellectual Property Rights

7.1 The Council acknowledges that UP may contain Intellectual Property of the Proponent and/or third parties.

7.2 If the Council declines to consider, or ends its consideration of, an UP submitted in accordance with this Policy, and the Council elects to engage in a competitive bidding process or other approach to the market in relation to the subject matter of the proposal, the Council will respect any Intellectual Property rights of the Proponent and/or third parties.

8. Supplementary Information

8.1 The Council may from time to time at its discretion publish supplementary information to assist Proponents with the interpretation and application of this Policy.

9. Confidentiality

9.1 Any report provided to the Elected Council will generally be considered confidential depending on the subject matter of the report and the UP in general.

9.2 The confidential reports will be managed in accordance with Council's obligations under the *Local Government Act 1999*.

10 General Terms

10.1 No Legal Relationship

10.1.1 By making a UP the Proponent acknowledges:

- (a) Without confirmation in writing, that no discussions in relation to a proposed UP or the submission of a UP assumes exclusivity between the parties;
- (b) That no legally binding contract exists or is to be implied between the Council and the Proponent unless and until a formal contract document is signed by both parties, and
- (c) That the Council is under no contractual or other legal obligation to the Proponent with respect to the receipt, assessment, consideration, acceptance or rejection of any proposal or the failure to receive, assess, consider or accept any UP.

10.2 Legislative Obligations

10.2.1 In submitting a UP, Proponents acknowledge that:

- (a) The Council may have legislative obligations that it will need to comply with in relation to a particular proposal and nothing in this Policy is intended to override or circumvent those obligations, and
- (b) The processes established by this Policy are separate from, and do not override other legislative approval processed that a Proponent may need

to participate in order to progress its UP (for example, planning approval processes).

10.3 No soliciting or outside discussions

- 10.3.1 Once allocated a UP Manager, all queries or communications in relation to UP must be directed to the UP Manager to ensure consistency and transparency in the UP process. The Council reserves the right to discontinue assessment of, or negotiations on, a proposal if the Proponent discusses the proposal with members of Council Officers or Council Members otherwise than as directed by the UP Manager.
- 10.3.2 A Proponent must not offer any incentive to, or otherwise attempt to, influence any person who is either directly or indirectly involved in an assessment or negotiation process. The Council reserves the right to end any consideration of a UP if a Proponent fails to comply with this requirement and may initiate appropriate actions as set out in legislation.
- 10.3.3 Once a UP progresses to Stage 2, the Proponent must not discuss the status of Council's consideration of the UP with any third parties without the prior approval of the UP Manager. The Council reserves the right to discontinue assessment of, or negotiations on, a proposal if the Proponent breaches this Clause.

10.4 Conflict of Interest

- 10.4.1 Proponents must inform the Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Proponent is successful in negotiating a contract for its UP. If any conflict or potential conflict exists, the Proponent must advise the Council how it proposes to address this.
- 10.4.2 The provisions relating to Council Members and Officers regarding conflict of interest will apply throughout the UP process.

10.5 Costs of the Proposal

- 10.5.1 A Proponent bears its own costs of preparing, discussing and negotiating any UP with the Council.
- 10.5.2 As provided for in Clause 5.7.1, if a UP progresses to Stage 3, the UP Manager set out the contribution of the parties to the costs associated with the development of any agreements/contracts.

10.6 Use of Documents

- 10.6.1 Any documents provided by the Council to a Proponent during any stage of the Stages outlined in this Policy must only be used for the purpose of progressing a UP in accordance with this Policy and must be returned to the Council at the end of the process on the request.

10.7 Change in Circumstances

- 10.7.1 A Proponent must inform the Council promptly in writing of any material change to any of the information contained in the Proponent's UP.

10.8 Interaction with other Council Policies

- 10.8.1 Unless specifically stated in this Policy or determined by the Council, this Policy is not intended to override any other policy of the Council that may apply to an UP.
- 10.8.2 Any policy on the sale and disposal of Council assets and procurement policies that the Council has adopted for the purposes of section 49 of the Act needs to be carefully considered in the assessment of an UP, particularly if the proposal proposes actions/processes contrary to those policy positions.
- 10.8.3 Where a UP proposed an action/process contrary to the provisions of other Council policies this must be clearly addressed in the reports required in each stage of the UP process.

10.9 General Acknowledgements

- 10.9.1 Proponents acknowledge when discussing, negotiating, considering, preparing or submitting a UP to the Council in accordance with this Policy, that the Council:
 - (a) Makes no representations or undertakings that it will enter into a contract with any Proponent in respect of the subject matter of any UP;
 - (b) May undertake 'due diligence' checks on any Proponents;
 - (c) Will not be responsible for any costs or expenses incurred by a Proponent arising in any way from the preparation, submission or negotiation of its UP;
 - (d) Accepts no responsibility for any Proponents failing to undertake any investigations or understanding any matters that may impact on its UP;
 - (e) Will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council except written advice or information furnished by the UP Manager; and
 - (f) May release any confidential information relating to the Proposal at its discretion, subject to consideration of Intellectual Property Rights. Council will advise the Proponent prior to the release of any confidential information relating to a Proposal.

10.10 Council's General Rights

- 10.10.1 The Council may, at any stage of the process of discussing, receiving, considering and/or negotiating an UP, at no cost to itself or acceptance of liability to the Proponent in any way:
 - (a) End consideration of the UP and withdraw from any negotiation with the Proponent in relation to it if it considers or assesses that a proposal may not or does not meet the criteria to be considered or considered further under this Policy, and make an approach to the market in respect of the subject matter of the proposal;
 - (b) Amend, vary or revoke and replace this Policy at any time;
 - (c) Accept or reject any UP on any basis;
 - (d) Subject to any period of exclusivity determined in accordance with this Policy, negotiate with any person in relation to the subject matter of an UP;

- (e) Accept all or part of an UP;
- (f) Discontinue negotiations with any Proponent at any time; and
- (g) Include any Proponent's name in council reports and, subject to any period of exclusivity determined in accordance with this Policy and any agreement with a Proponent to the contrary, make them public.

10.11 Ombudsman

10.11.1 Proponents should be aware that the *Ombudsman Act 1972 (SA)* empowers the Ombudsman to investigate matters in the public interest. Proponents must ensure compliance with all obligations arising under that Act.

10.12 Independent Commission Against Corruption

10.12.1 Proponents should also be aware that the *Independent Commission Against Corruption Act 2012 (SA)* establishes the Independent Commission Against Corruption and the Office for Public Integrity. The Act empowers the Commissioner to investigate corruption, misconduct and maladministration in public administration. Proponents must ensure compliance with all obligations arising under that Act.

10.13 Freedom of Information

10.13.1 The *Freedom of Information Act 1991 (SA)* gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and to achieve these objects confers on members of the public a legally enforceable right to be given access to documents, including contracts, held by the Council subject but not limited to such restrictions as are consistent with the public interest, commercial in confidence and/or the preservation of personal privacy in respect of those from whom information is collected and held by the Council and other public authorities.

10.14. Departure From Policy

10.14.1 The Council may, by resolution, where it is justified in the circumstances, determine that this Policy will not apply to a particular UP.

11 Availability of Policy

11.1 This Policy will be available for inspection on the Council's website www.alexandrina.sa.gov.au. Copies can also be provided upon payment of a fee in accordance with Council's Schedule of Fees and Charges.

Appendix A

Unsolicited Proposal for Consideration by Alexandrina Council

Proponents will need to provide this information on a separate document, please use the reference numbers below for each section

1. General Information

Consortium or Company details (if applicable):

Legal Name(s) of Proponents or Consortium or Company Participants:

Address:

Date:

2. Proposal Title and Abstract

Title:

Abstract (approximately 200 words)

3. Proposal Details

Provide Information on the following:

- Objective of the proposal
- Method of the approach
- Nature and extent of expected outcomes; and
- Benefits that the proposal will deliver for the Council

4. Assessment Criteria

Provide a brief description of how the proposal would meet each of the assessment criteria *(to the extent known by the Proponent)* detailed in clause 5.5 of the *Unsolicited Proposal Policy*.

- No competing proposals
- Community need / Council priority
- Innovative
- Value for Money
- Capacity of the Proponent

5. Financial and Commercial Details

Provide a brief description of the financial and commercial details of the proposal and the Proponent's financial capacity to deliver the proposal.

6. Cost and Requirements of the Council

Identify what you are seeking from the Council for the proposal. This may include:

- Land;
- Use of assets, facilities, equipment, materials, personnel or other resources;
- Finance; or
- Assistance to obtain statutory approvals or legislative or regulatory amendments

Proponent should state what the cost would be for the Council in providing what is sought.

7. Risks

Proponents should list risks arising from the proposal for the Proponent and the Council.

8. Intellectual Property

Proponents should provide a brief description of:

- Each item of intellectual property involved in the proposal;
- The nature of any intellectual property claimed;
- Details of the owner of intellectual property claimed;
- Registration details (where applicable); and
- Details of any items for which commercial confidentiality is claimed in whole or in part.

9. Other Information

Proponent may provide any other information that is relevant to its proposal for Stage 1 assessment.

10. Preferred Contractual Arrangement

Proponent should provide details of its proposed contractual arrangements for the proposal if it is successful.

11. Contact Person

Proponent must nominate a contact person to be the only point of contact for this proposal. All communications from the Chief Executive Officer about the proposal will be sent to this person.

Name:

Postal Address:

Email Address:

Phone number:

12. Council Contact Details

Proponent should provide details of any person at the Council who has already been contacted regarding the proposal.

13. Validity Period

Period of time for which the proposal is valid (*this must be a minimum of six months*).

14. Proposed Duration of the Proposed Arrangements

Period of time which the proposed arrangements will be in effect.

15. Acknowledgement and Undertaking

In signing and submitting this proposal, the Proponent acknowledges that they have read and understood the contents of the *Unsolicited Proposal Policy* and agree to abide by the terms and conditions contained therein.

The proposal (*containing the above statement*) is to be signed by a representative of the Proponent who is authorised to represent and contractually bind the Proponent.

Name:

Position:

Signature: