



## REQUEST FOR TENDER

<b>Request for Tender (RFT):</b>	Panel of Pre-Qualified Suppliers – MAF works Program 3
<b>Deadline:</b>	22 October 2022, 2pm
<b>Lodgement Details:</b>	<b>Tender Box</b> <b>Chief Executive Officer</b> <b>Shire of Denmark</b> <b>South Coast Highway</b> <b>DENMARK WA 6333</b> <b>OR</b> <b>Email: <a href="mailto:tenders@denmark.wa.gov.au">tenders@denmark.wa.gov.au</a></b>
<b>RFT Number:</b>	TEN.3.2022/23

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**1. REQUEST BRIEF****1.1 INTRODUCTION**

The Shire of Denmark seeks to engage suitably experienced contractors to form a panel of pre-qualified suppliers for the Shire of Denmark's Bushfire Mitigation Activity Fund (MAF) works.

**1.2 BACKGROUND INFORMATION**

The Principal is seeking a panel of suitably skilled, experienced and resourced Contractors' to conduct a range of bushfire mitigation works including, but not limited to, slashing, lopping, weeding, spraying, burning, earthworks, drainage, road construction and landscaping works to areas within the Shire of Denmark as required. The Shire is looking for Contractors' residing within a 100km radius of Denmark.

Once accepted onto the panel of pre-qualified suppliers, members will have the opportunity to quote on individual Bushfire Mitigation Activity Fund (MAF) treatments as they are approved.

There are 64 treatments in this Bushfire MAF round, which will be available to panel members to quote on in November 2023.

The panel will be in place for a period of one (1) year with two (2) options to extend of one (1) year each.

**1.3 LOCATION**

All MAF works will be located within the Shire of Denmark.

**1.4 SCOPE OF WORK**

Panel members will have the opportunity to quote on all suitable MAF works.

For each project of works to be undertaken by the resultant panel members, the Shire will provide a clear outline of the scope, mapping of the treatment area and specifications from the Shire of Denmark Bushfire Mitigation Terminology and Standards.

Standards include specifications for:

- Fire breaks/fire access tracks
- Strategic break
- Common drainage techniques
- Parkland clearing
- Mulching
- Slashing
- Chemical spraying
- Dieback
- Weeds
- Tree pruning/trimming
- Asset protection zone

**1.5 SPECIFIC REQUIREMENTS OF THE CONTRACT**

The award of contractors to the panel will be made on the following criteria: compliance assessment; qualitative assessment; and a consideration of pricing to determine overall value presented.

The compliance criteria will consist of non-weighted essential elements designed to receive and verify corporate information, contractual deviations and other essential contracting and due diligence elements. Tenderers who do not meet these criteria may be removed from the evaluation process at this stage.

The qualitative stage will consist of criterion that are weighted and scored using a predetermined scoring scale. These are designed to gain an understanding of the suitability of Tenderers against set criteria.

The value considerations stage will compare Tenderers' qualitative scores and costings to determine initial

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value presented. Other factors considered at this stage may include: risk profile; referee checks; financial checks; and any other cost elements.

<b>EVALUATION PLAN (Refer to DELIVERABLES &amp; RISK ASSESSMENT)</b>	
<b>Criteria</b>	<b>Weighting</b>
Compliance Criteria - Tenderer's Details (ABN, Contact and Referees) - Tenderer's Declaration - - Conflict of Interest - Insurances - Subcontractors - Conditions of Contract - Buy Local Policy - Addendum Acknowledgement - Critical Assumptions	Not Weighted
Organisational Structure The focus of this criterion is to determine the company's core business is appropriate and they have the right strategy and structure to deliver the nominated goods and services.	10%
Technical Capacity The focus of this criterion is to check that they have the right skills, experience and accreditations/licences for the nominated categories.	40%
Service Delivery The focus of this criterion is to check they have documented delivery and QA processes to ensure a repeatable high level of service delivery.	30%
Local Content The focus of this criterion is to encourage local Contractors and Head Contractors to employ local to the extent practicable.	10%

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<p>Sustainability</p> <p>i. Environmental Management Provide commentary on how your organisation and the solutions being offered minimise its impact on the environment. This may include any environmental standards (such as policies, procedures, and environmental management systems) as well as actions taken (such as recycling, carbon neutral activities, energy efficiency, technologies implemented, product design, and behaviour change initiatives).</p> <p>ii. Ethical Leadership and Supply Chain Practice Comment on any assessment of ethical leadership in your supply chain and contracted parties. This may include human rights impacts in the sourcing and transit of raw materials and supply chain transparency (tracing key products and materials to ensure ethical sourcing).</p> <p>iii. Community Participation and Benefits Provide commentary on initiatives to support Aboriginal Business and indigenous community, local trade support, Australian manufacturing, and community benefit (e.g. corporate philanthropy or employment development programs for Corporate Social Responsibility such as disability enterprise or special needs).</p> <p>iv. Workplace Practices Assuring staff are treated fairly and their safety assured. This may include non-discrimination (equal opportunity policies and diversity programs), fair remuneration, working hours, and regular employment (versus use of casual and temporary staff). This may also include Employer of Choice initiatives and safe work methods.</p>	<p>10%</p>
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**1.6 IMPLEMENTATION TIMEFRAME**

<b>PROCUREMENT TIMEFRAMES</b>	
<b>Activity</b>	<b>Indicative Timeframe</b>
Tender briefing	19 <sup>th</sup> October 2022
Tenders Close	22 October 2022, 2pm
Due Diligence (referees, clarifications, financial analysis report)	27 <sup>th</sup> October 2022
Notifications to Tenderers	2 November 2022
Contract Commencement	2 November 2022
Works release for quote to panel members	2 November 2022
Quotes close	9 November 2022

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Panel members notified of quote outcome	16 <sup>th</sup> November 2022
Maximum completion date for works	1 <sup>st</sup> June 2023

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**2. PRINCIPAL'S REQUEST****2.1 REQUEST DOCUMENTS**

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Request Brief (read and keep this part)
- (b) Part 2 – Principal's Request (read and keep this part)
- (c) Part 3 – General Conditions of Contract (read and keep this part)
- (d) Part 4 – Special Conditions of Contract (read and keep this part)
- (e) Part 5 – Tenderer's Offer & Forms (complete and return this part)
- (f) Attachment A – Shire of Denmark: General Conditions of Contract for the Provision of Minor Works and Services

**2.2 DEFINITIONS**

Below is a summary of some of the important defined terms used in this Request:

**“Attachments”** means the documents you attach as part of your Offer.

**“Alternative Offer”** means a submitted Offer that offers an alternative option on delivering the required goods and/or services.

**“Contract”** means a binding agreement for the provision of goods and or services.

**“Contractor”** means the person, entity or corporation whose Offer is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person, entity or corporation.

**“Deadline”** means the time deadline for lodgement of your Offer.

**“General Conditions of Contract”** means the General Conditions of Contract nominated in Part 3.

**“Incomplete/Non-conforming Offer”** means a submitted Offer that does not fulfil the required Selection Criteria or comply with Tender process stated in the Request.

**“Offer”** means your Offer form, your proposal and all attachments regarding supply of the Requirements.

**“Principal”** means the Shire of Denmark.

**“Request”** means this document.

**“Requirements”** means the goods and/or services and capability requested by the Principal.

**“Selection Criteria”** means the criteria used by the Principal in evaluating your Offer.

**“Special Conditions”** means the additional contractual terms.

**“Specification”** means the statement of Requirements that the Principal requests you to provide if selected.

**“Tenderer”** means someone who has or intends to submit an Offer to the Principal.



**READ AND KEEP THIS PART****2.3 HOW TO PREPARE YOUR OFFER**

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete and return the Offer (Part 5) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Offer before the Deadline.

**2.4 CONTACT PERSONS**

Tenderers should not rely on any information provided by any person(s) other than those listed below:

<b>Contractual Enquiries</b>	<b>Specification Enquiries</b>
Name:	Name: Victoria Holloway
Telephone:	Telephone: 0492 170 500
Email:	Email: <a href="mailto:Victoria.Holloway@denmark.wa.gov.au">Victoria.Holloway@denmark.wa.gov.au</a>

**2.5 TENDER BRIEFING/SITE INSPECTION**

There is a Tender Briefing. Attendance at this meeting (in person or online) is non-mandatory.

Tenderers are encouraged to attend the tender briefing on 19<sup>th</sup> October 2022 at 4pm.

The location of the meeting is Shire of Denmark Administration Office

The briefing will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

Please confirm with the contact person Victoria Holloway your attendance at this meeting no later than 18<sup>th</sup> October 2022.

**2.6 EVALUATION PROCESS**

Your Offer will be evaluated based on information provided in your Offer.

The following evaluation methodology will be used:

- (a) Offers are checked for completeness and compliance. Offers that do not contain all information requested (as per Selection Criteria) will be excluded from evaluation.
- (b) The Principal will use the Evaluation Criteria to assist in determining the ability of the Tenderer to provide the requirements.
- (c) Offers are assessed against the responses to the Selection Criteria and shall be scored in accordance with the following table:

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<b>Score</b>	<b>Description</b>
0	Inadequate or non appropriate offer, many deficiencies, does not meet criterion (did not submit any documentation to support claims)
1	Between 0 and 2
2	Marginal offer, some deficiencies, partly meets criterion
3	Between 2 and 4
4	Fair offer, few deficiencies, almost meets criterion
5	Between 4 and 6
6	Good offer, no deficiencies, meets criterion
7	Between 6 and 8
8	Very good offer, exceeds criterion
9	Between 8 and 10
10	Outstanding offer, greatly exceeds criterion

- (d) Notwithstanding any other requirements of the Request, Tenderers may be contacted during the Tender Evaluation to provide further information. This information must be made available by such time as the Principal may reasonably specify.
- (e) If the Tenderer fails to submit any of the required information by the specified time, the Principal may thereafter treat the Offer as non-conforming.
- (f) During the Tender Evaluation, the Principal may require any Tenderer to attend an interview. Any Tenderer who fails to attend the interview may have the Offer rejected.

A contract to form part of the pre-selected panel may then be awarded to all Tenderers whose Offers are considered suitable to the Principal.

## **2.7 SELECTION CRITERIA (REFER TO SECTION 5.3)**

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the Offer containing the lowest price will not necessarily be accepted.

The price is used to determine value for money to gain acceptance for the panel. Once on the panel the contractor will be asked to quote for specific individual treatments.

### **2.7.1 Compliance Criteria (Refer to Section 5.3.1)**

These criteria are detailed within Part 5 of this document and will not be point scored. Each Offer will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Offer from consideration.

### **2.7.2 Qualitative Criteria (Refer to Section 5.3.2)**

It is essential that Tenderers address each criterion. Information that you provide addressing each criterion will be used to select the chosen Tenderer.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

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**2.8 PRICE BASIS**

Tenderers are to submit with their Offer a schedules of general rates prices for various mitigation works.

Tendered prices must include Goods and Services Tax (GST) where applicable.

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes, charges and on the job costs, including pay-roll tax, superannuation, holiday and sick pay, all allowances, awards and conditions payable to Contractors workforce. Any charge not stated in the Offer as being additional will not be allowed as a charge for any transaction under any resultant Contract.

Please Note: The Tenderer shall make their own assessment of quantities of materials and equipment required.

**2.9 EXPENSES**

The Tenderer is to bear the costs of Offer preparation. The Tenderer is to pay all fees, bonds or other expenses required for the preparation and submission of their Offer.

**2.10 THE PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION**

The following Policies and Guidelines may affect this selection:

- Access & Inclusion Plan for People with Disability (See Annexure 1)
- Guidelines for Contractors (See Annexure 2)
- Shire of Denmark Regional Price Preference Policy (See Annexure 3) – A price preference will apply to all Offers invited by the Shire of Denmark for the supply of goods and services and construction (building) services, unless Council resolves that this policy does not apply to a particular Request.

**2.11 CONDITIONS OF TENDERING****2.11.1 Lodgement of Offers and Delivery Method**

The Offer must be lodged by the Deadline. The Deadline for this Request is 22 October 2022, 2pm.

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The Offer is to be:

- (a) placed in a sealed envelope clearly endorsed with the name of the Contract, RFT number and Closing Date; and
- (b) delivered by hand and placed in the Tender Box at 953 South Coast Hwy, DENMARK WA 6333 (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer PO Box 183, DENMARK WA 6333; or
- (c) emailed to the Tender email address: [tenders@denmark.wa.gov.au](mailto:tenders@denmark.wa.gov.au).

***For all electronic submissions - it is the tenderer's responsibility to allow sufficient time to ensure that their submission has been successfully transmitted and to follow up that the Shire of Denmark has received all documents. Files should be in PDF format and combined into one attachment where possible. A drop box link is also acceptable.***

Offers that are mailed to the Principal will be put in the Tender Box when received. The Principal will accept no responsibility in the event that the Offer is not in the Tender Box at the time Tenders close. Tenderers must ensure that they have provided **2** signed copies of their Offer (one to be marked "ORIGINAL", the other to be marked "COPY").

Offer Documents and any other documents submitted by the Tenderer ***are not to be bound, hole-punched or stapled*** and must be capable of being photocopied.

**2.11.2 Incomplete or Non-conforming Offers**

The Principal may give the Tenderer the opportunity to provide:

- Clarification of their Offer in any respect, before final consideration of all Offers received.

Provided that:

- There is no variation of the Offered price unless the Tenderer advises in writing the reasons for the variation and details of the amended values; and
- The Principal in sole discretion considers such variation to be justified.

**2.11.3 Rejection of Offers**

An Offer may be rejected without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request; or
- (c) it fails to comply with any other requirements of the Request.

**2.11.4 Acceptance of Offers**

Unless otherwise stated in this Request, Offers may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Offer and may reject any or all Offers submitted.

The Principal shall notify the successful Tenderer in writing that Council has accepted their Offer.

Each Tenderer will be given notice in writing that advises relevant particulars of the successful Tenderer or that no Offer was accepted.

The successful Tenderer shall be required to enter into a formal Contract with the Principal.

**2.11.5 Disclosure of Contract Information**

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

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**2.11.6 Alternative Offers****All Alternative Offers MUST be accompanied by a conforming Offer and must be completed conforming to Selection Criteria.**

Offers submitted as Alternative Offers or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "ALTERNATIVE OFFER".

The Principal may in its absolute discretion reject any Alternative Offer as invalid.

Any printed "General Conditions of Contract" submitted with the Tenderer's Offer will not be binding on the Principal in the event of a Contract being awarded unless the Offer is marked as an Alternative Offer.

**2.11.7 Offer Validity Period**

All Offers shall remain valid and open for acceptance for a minimum period of ninety days from the Deadline, or such other period as may be mutually agreed in writing between the Tenderer and the Principal.

**2.11.8 General Conditions of Contract**

Offers will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract (Refer to Part 3).

**2.11.9 Precedence of Documents**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

**2.11.10 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- (b) sought clarification from the Principal on any doubts as to the meaning of any portions of the Request. Any enquiries of a technical nature regarding the work required by the Request are to be referred to the person/s nominated in the Request;
- (c) examined all information which is obtainable by the making of reasonable enquires relevant to the risks, contingencies, and other circumstances having an effect on their Offer;
- (d) satisfied themselves as to the correctness and sufficiency of their Offers including Offered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (e) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- (f) satisfied themselves they have a full set of the Request documents and all relevant attachments.

**2.11.11 Alterations**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

**2.11.12 Financial Assessment**

The Principal may have access to and as part of the Offer evaluation give consideration to:

- (a) any risk assessment undertaken by a credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer, so as to assess that Offer.

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**2.11.13 Ownership of Offers**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of an Offer will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

**2.11.14 Attempts to Influence**

If a Tenderer, whether personally or by an agent, attempts to influence any of the Principal's Commissioners or Councillors (as the case may be) or Officers, employees or agents regarding acceptance of any Offer made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Offer, the Principal may at its absolute discretion omit the Tenderer from consideration.

**2.11.15 Identity of the Tenderer**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, entity or corporation named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Offer, the Tenderer will become the Contractor.

**2.11.16 Tender Opening**

Offers will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Offers.

The names of the persons who submitted an Offer by the due Deadline will be read out at the Offer opening. No discussions will be entered into between Tenderers and the Principal concerning the Offers submitted.

The Offer opening will be held at 9.00am on 24<sup>th</sup> October 2022, or as soon as practicable after the Deadline, at the Shire of Denmark Administration Office, 953 South Coast Hwy, Denmark WA.

NOTE: This is a viewing of the 'opening' of Offers only and Offer documents and prices will not be made publicly available.

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### **3. GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Conditions of Contract**

Please refer to Attachment A – Shire of Denmark: General Conditions of Contract for the Provision of Minor Works and Services

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**4. SPECIAL CONDITIONS OF CONTRACT****4.1 PERIOD OF CONTRACT AND TERMINATION**

The Contract shall be completed by 22<sup>nd</sup> October 2022, with two (2) options to extend of one (1) year each in accordance with the Specification to the Principal's satisfaction. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may terminate the Contract by written notice to the Contractor. Services under the Contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.

**4.2 INSURANCES**

**The successful Tenderer and its Sub-contractor(s) (if any) will be required to effect (and submit copies of certificates of currency for):**

- (a) Public Liability Insurance in the sum of at least ten million dollars (AUD\$10,000,000) in respect of any one occurrence for an unlimited number of claims up to the specified amount;
- (b) Workers Compensation Insurance as required by law or Personal Accident/Income Protection Insurance (whichever may apply);
- (c) Professional Indemnity Insurance in the sum of at least five million dollars (AUD\$5,000,000) in respect of any one occurrence for an unlimited number of claims up to the specified amount;
- (d) Product Liability Insurance in the sum of at least (AUD\$10,000,000) in respect of any one occurrence and for an unlimited number of claims up to the specified amount; and [Only insert for Goods requests]
- (e) Contract Works Insurance for the value of the Contract until the end of the Defects Liability/Maintenance Period. [Only insert for Construction Contracts]

from APRA approved insurers for the duration of the Contract or satisfy the Principal of its ability to meet obligations arising from the indemnity provisions of the Contract. If the above differs from the attached General Conditions then these Special Conditions take precedence.

The successful Tenderer and its Sub-contractor(s) (if any) shall lodge certificates of proof of the required insurance policies with the Principal as part of the Tenderer's Offer, or where there is any alteration to the insurance policies, when insurance policies are renewed and at such other times as the Principal may require. Certificate of Currency for Contract Works Insurance will need to be provided at the Contract initiation meeting [Only insert for Construction Contracts]

**4.3 RECORDKEEPING**

All manuals, drawings, computer programs or other records supplied by the Principal to the Contractor during the course of the Contract shall be returned to the Principal upon termination or completion of the Contract.

The Contractor shall ensure that all records relevant to, or created in the course of this Contract are held in a safe and secure manner, in line with industry best practices, i.e. backups completed, paper records are to be held in a fire proof environment.

The Principal will be provided access to all records held by the Contractor associated with this Contract within twenty four (24) hours of written request. Such requests will be in the support of Contract performance measuring, general information resource for the Principal, or to meet Freedom of Information legislation requirements.

**4.4 INDEMNITY**

The successful Contractor shall indemnify and keep indemnified the Shire against:

- (a) Any liability under the Workers' Compensation and Injury Management Act 1981, and its subsequent



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- amendments; and
- (b) Any other law in force or which during the term of this Contract may come into force, under which any person is entitled to claim or sue for compensation or recover any damages from the Local Government.

**4.5 COPYRIGHT**

**All documents (including final reports) produced, films, original drawings, photographs, electronic media and all copyright will reside with the Principal.**

None of the documentation produced as a result of this Contract can be reproduced or distributed without the prior written authorisation of the Principal.

**4.6 DISABILITIES ACCESS & INCLUSION PLAN**

Please note, as a requirement of the Disability Services Commission, if the Contract involves the supply of Services to the public, then the successful Respondent will:

- (a) to the extent practicable, implement the Principal's Access and Inclusion Plan prepared under the Disability Services Act 1993; and
- (b) provide a report to the Principal by July (or the end of the Contract Term, whichever comes first) in each year of the Contract Term, reporting on the extent to which the successful Respondent has implemented the Customer's Access and Inclusion Plan.

**4.7 ANNEXURES**

The Request/Contract shall be read as if these documents are inserted herein. While the Annexures will form part of the Contract, they will not be issued with the Request/Contract documents. A copy can be obtained from the links below:

- (a) Annexure 1 – Access and Inclusion Plan: [Denmark Access and Inclusion Plan](#)
- (b) Annexure 2 – P040216 Shire of Denmark Regional Price Preference Policy

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## TENDERER'S RESPONSE

<b>Request for Tender (RFT):</b>	Panel of Pre-Qualified Suppliers – MAF works Program 3
<b>Deadline:</b>	2.00pm, 22 October 2022
<b>Lodgement Details:</b>	<p><b>Tender Box</b>  <b>Chief Executive Officer</b>  <b>Shire of Denmark</b>  <b>953 South Coast Highway</b>  <b>DENMARK WA 6333</b></p> <p><b>OR</b></p> <p><b>Email: <a href="mailto:tenders@denmark.wa.gov.au">tenders@denmark.wa.gov.au</a></b></p>
<b>RFT Number:</b>	TEN.3.2022/23

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## 5 TENDERER'S OFFER

### 5.1 OFFER FORM

**Contact Name:**

(Block Letters)

**Company Name:**

**Street Address:**

**Postal Address:**

**ABN/GST Status:**

**Telephone No:**

**Email:**

**Facsimile No:**

**ACN (if any):**

**Website (if any):**

In relation to RFT Number TEN.3.2022/23, I/we agree that I am/we are bound by, and will comply with:

- This request and its associated schedules, attachments, all in accordance with the Conditions of Responding contained in this request.
- All offers shall remain valid and open for acceptance for a minimum period of ninety days from the date of the request closing unless extended on mutual agreement between the Principal and the Tenderer in writing.
- There shall be no cost payable by the Principal towards the preparation or submission of this offer irrespective of its outcome.
- The offered consideration is as provided under the pricing schedule in the prescribed format and submitted with this response.
- Shire of Denmark: General Conditions of Contract for the Provision of Minor Works and Services

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**Signature of authorised signatory of Tenderer**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of authorised signatory**

\_\_\_\_\_  
**Name of Witness**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Position**

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Address

Address

**5.2 GENERAL AND CORPORATE INFORMATION**

The Tenderer shall complete and submit all sections of Part 5. Where an item is Not Applicable it should be marked "N/A" and an explanation provided (where appropriate) of why it is not applicable.

**5.2.1 Organisational Profile and Referees**

Attach the profile of the person, entity or corporation that is making the Offer and label it "Attachment 1 – Organisation Profile".  The profile <u>MUST BE OF</u> 'the Tenderer'. The Tenderer must be a legal entity capable of entering into a contractual arrangement in the Tenderer's name.	<b>Attachment 1</b> Tick if attached <input type="checkbox"/>
If the Tenderer is comprised of companies, attach their current ASIC company extracts search and label it "Attachment 2 – ASIC documentation".	<b>Attachment 2</b> Tick if attached <input type="checkbox"/>
Attach details of your referees (including referees for your Subcontractors), in the format provided below and label it "Attachment 3 – Referees". You should give examples of work provided for referees listed. The Tenderer must contact referees and obtain their consent before nominating referees.	<b>Attachment 3</b> Tick if attached <input type="checkbox"/>

	Reference 1	Reference 2
Services provided		
Value of Works (Approx)		
Date Started		
Date Completed		
Client/Contractor		
Contact Name		
Contact Position		
Telephone Number		
Additional information:		

**5.2.2 Agents**

<b>Are you acting as an agent for another party?</b>	Yes / No
If Yes, attach details (including name, address, telephone, background information) of your Principal and label it "Attachment 4 – Acting as Agent".	<b>Attachment 4</b> Tick if attached <input type="checkbox"/>

**5.2.3 Trusts**

<b>Are you acting as a trustee of a trust?</b>	Yes / No
If Yes, in an attachment labelled "Attachment 5 – Acting as Trustee": (a) give the name of the trust; and (b) provide the names and addresses of beneficiaries.	<b>Attachment 5</b> Tick if attached <input type="checkbox"/>

**5.2.4 Subcontractors**

<b>Do you intend to subcontract any of the requirements?</b>	Yes / No
If Yes, attach details of the Subcontractor(s) in the format provided below and label it "Attachment 6 – Subcontractors".	<b>Attachment 6</b> Tick if attached <input type="checkbox"/>

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Name	Address	No of People Employed	Requirements to be subcontracted

**5.2.5 Conflicts 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, and 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 "Attachment 7 – Conflict(s) of Interest".	<b>Attachment 7</b> Tick if attached <input type="checkbox"/>

**5.2.6 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?	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
If using Subcontractors, attach a financial profile for you and your Subcontractors, that demonstrates your (and their) financial capacity, together with a list of financial referees. This may include Annual Financial Statements (Profit & Loss, Balance Sheet), Bank Guarantee and/or Accountant's Statement(s). Attach and label "Attachment 8 – Financial Profile and Referees".	<b>Attachment 8</b> Tick if attached <input type="checkbox"/>

**5.2.7 Management Systems**

<b>Is your organisation certified or working towards certification against the following international standards?</b>	
AS/ISO 9001 Quality Management	Yes / No
AS/ISO 14001 Environmental Management	Yes / No
AS/NZS 4801:2001 Occupational Health and Safety Management Systems	Yes / No
If not certified, do you have policies, procedures and templates that address each of these elements?	Yes / No
Supply evidence (current certificates) or details of your management systems and where relevant your supplier's or Subcontractor's management systems, in an attachment labelled "Attachment 9 – Management Systems".	<b>Attachment 9</b> Tick if attached <input type="checkbox"/>

**5.2.8 Insurance Coverage**

The insurance requirements for this request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in "Attachment 10 - Insurance Coverage". A copy of the Certificate of Currency is to be provided to the Principal as part of the Tender submission.	<b>Attachment 10</b> Tick if attached <input type="checkbox"/>
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Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date

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Failure to provide details of insurance coverage in accordance with the specified insurance levels stated in Section 4, clause 4.2 of this Request document may eliminate the Offer from consideration at the Principals' discretion.

The required insurances must remain current for the duration of the Contract.

**5.2.9 Tenderer's Current Commitment Schedule**

<b>Project Description</b>	<b>Value as Let</b>	<b>Date Started</b>	<b>Anticipated Completion Date</b>

**5.2.10 Personnel to Carry Out Contract**

<b>Staff Name</b>	<b>Job Title</b>	<b>Relevant Qualification</b>	<b>Time with Company/ Relevant Experience</b>	<b>Current Commitments</b>

**READ AND RETURN THIS PART****5.3 SELECTION CRITERIA****5.3.1 Compliance Criteria**

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	Yes / No
Compliance with the Specification contained in this Request	Yes / No
Compliance with the Conditions of Tendering contained in this Request	Yes / No
Compliance with the Quality Assurance requirement for this Request	Yes / No
Compliance with Occupational Health and Safety Legislation	Yes / No
Compliance with signing Addenda (if applicable)	Yes / No
Compliance with and completion of the Price Schedule	Yes / No
Compliance with lodging required attachments	Yes / No
Compliance with the time and place of lodging the Offer	Yes / No

**5.3.2 Qualitative Criteria**

Before responding to the following Qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Offer;
- Tenderers are to assume that the evaluation panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a Qualitative criterion.

<p><b>A) Organisational Structure</b></p> <p><b>The focus of this criterion is to determine the company's core business is appropriate and they have the right strategy and structure to deliver the nominated goods and services.</b></p> <p>Tenderers should provide as a minimum information of the company's core business, such as:</p> <ul style="list-style-type: none"> <li>• Overview of company's core business including scope of works and organizational structure of personnel.</li> <li>• Overview of plant, equipment and materials that the company has to meet this core business.</li> </ul>	<p><b>Weighting</b> <b>10 %</b></p> <p><b>Attachment 11</b> Tick if attached <input type="checkbox"/></p>
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<p><b>B) Technical Capacity</b></p> <p><b>The focus of this criterion is to check that they have the right skills, experience and accreditations/licences for the nominated categories.</b></p> <ul style="list-style-type: none"> <li>• Provide details of similar work which the tenderer has completed;</li> </ul> <p>And, in regards to key personnel whom will be completing the contract</p> <ul style="list-style-type: none"> <li>• Membership to any professional or business association;</li> <li>• Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; and</li> <li>• Any additional information.</li> </ul> <p>Supply details in an attachment and label it “<b>Attachment 12 – Technical Capacity</b>”.</p>	<p><b>Weighting</b> <b>40 %</b></p> <p><b>Attachment 12</b> Tick if attached <input type="checkbox"/></p>
<p><b>C) Service Delivery</b></p> <p><b>The focus of this criterion is to check they have documented delivery and QA processes to ensure a repeatable high level of service delivery:</b></p> <p>Tenderers should detail the process they intend to use to achieve the requirements of the Specification. Areas that you may wish to cover include:</p> <ul style="list-style-type: none"> <li>• A project schedule/timeline detailing availability over the next 12months for key personnel and equipment</li> <li>• Training processes (if required); and</li> </ul> <p>Tenderers should supply a project schedule/timeline and plant/equipment schedule in an attachment and label it “<b>Attachment 13 – Service Delivery</b>”.</p>	<p><b>Weighting</b> <b>30 %</b></p> <p><b>Attachment 13</b> Tick if attached <input type="checkbox"/></p>
<p><b>D) Local content</b></p> <p><b>The focus of this criterion is to encourage local Contractors and Head Contractors to employ local to the extent practicable.</b></p> <ul style="list-style-type: none"> <li>• Complete Section 5.5 of this document : Regional Price Preference Questionnaire</li> </ul>	<p><b>Weighting</b> <b>10 %</b></p> <p>Tick if completed <input type="checkbox"/></p>
<p><b>E) Sustainability</b></p> <p>Tenderers should supply detail on how their organisation is committed to the following:</p> <ul style="list-style-type: none"> <li>• <b>Environmental Management:</b> Provide commentary on how your organisation minimise its impact on the environment. This may include any environmental standards (such as policies, procedures, and environmental management systems) as well as actions taken (such as recycling, carbon neutral activities, energy efficiency, technologies implemented, product design, and behavior change initiatives).</li> <li>• <b>Ethical Leadership and Supply Chain Practice</b> Comment on any assessment of ethical leadership in your supply chain and contracted parties. This may include human rights impacts in the sourcing and transit of raw materials and supply chain transparency (tracing key products and materials to ensure ethical sourcing).</li> <li>• <b>Community Participation and Benefits</b> Provide commentary on initiatives to support Aboriginal Business and indigenous community, local trade support, Australian manufacturing, and community benefit (e.g. corporate philanthropy or employment development programs for Corporate Social Responsibility such as disability enterprise or special needs).</li> </ul>	<p><b>Weighting</b> <b>10%</b></p> <p><b>Attachment 15</b> Tick if attached <input type="checkbox"/></p>

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<ul style="list-style-type: none"><li>• Workplace Practices</li></ul> <p>Assuring staff are treated fairly and their safety assured. This may include non-discrimination (equal opportunity policies and diversity programs), fair remuneration, working hours, and regular employment (versus use of casual and temporary staff). This may also include Employer of Choice initiatives and safe work methods.</p>	
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**READ AND RETURN THIS PART****5.4 PRICE INFORMATION**

Tenderers **must** complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

**5.4.1 Price Schedule**

This Section contains price information in the form that the Principal wishes to receive it. Tenderers must complete the following Price Schedule. Before completing the Price Schedule, Tenderers should read the entire Request.

The Price Schedule is to be completed in the format as detailed below. All boxes are to be completed in full. Tenderers not wishing to submit prices for an item should insert “N/A” into the box. Failure to follow instructions implicitly may render the Offer invalid.

These prices are used to determine “value for money” to be approved as a panel member only. Due to the complexity of individual works, Panel members will be given the opportunity to quote for specific works once approved to the panel.

ITEM	DESCRIPTION (per km/Ha)	PRICE (Ex GST) \$	GST \$	Price (Inc GST) \$
Fire breaks/fire access tracks				
Strategic break				
Common drainage techniques				
Parkland clearing				
Mulching				
Slashing				
Chemical spraying				
Dieback				
Weeding				
Tree pruning/trimming				
Asset protection zone				

**READ AND RETURN THIS PART****5.5 REGIONAL PRICE PREFERENCE QUESTIONNAIRE (REFER TO SHIRE OF DENMARK REGIONAL PRICE PREFERENCE POLICY)**

The Shire of Denmark provides price preferences to local businesses when they are in competition for regionally based Local Government contracts.

- Bona fide businesses located within the prescribed regional area (Albany, Denmark, Plantagenet, and the Walpole Ward of the Shire of Manjimup) are eligible to receive a **Regional Business Preference**.

Details of the preferences and how they are applied are documented in the Regional Price Preference Policy contained in these request documents or at [www.denmark.wa.gov.au](http://www.denmark.wa.gov.au).

To receive any regional preferences, and to ensure preferences are applied correctly where appropriate, local businesses must complete the following preference questionnaire. All businesses are required to complete the imported content section of the form if applicable.

<b>Section A – Claiming Price Preferences</b>	Please tick:	
	Yes	No
Is the Tenderer claiming the <i>Regional Business Preference</i> and the <i>Regional Content Preference</i> . If <b>NO</b> go to <b>Section C (Imported Content)</b> .		

<b>Section B – Regional Business Preference (Tenderers located within the Prescribed Area)</b>	Please tick:	
	Yes	No
Does the Tenderer maintain a permanent operational office employing staff on an ongoing basis within the prescribed area?		
Are the Tenderer's premises located within the Shire of Denmark?		
Are your business premises located within the City of Albany, Shire of Plantagenet and the Walpole Ward of the Shire of Manjimup?		
Has the Tenderer maintained and carried on business from these premises for the past 6 months or more prior to the closure date of this Request/Tender?		
Will the Tenderer manage/deliver the contract outcomes from the business premises described above (Regional Business Preferences are only available to Tenderers which bid and manage/deliver the contract outcomes from their regional business location)?		

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**Section C – Imported Content**

Tenderers are required to declare the value of any portion of their bid that comprises goods and services that have been imported from another country. Please list details of any goods and services included in your Offer that have been imported into Australia (attach additional list if required). Tenderers that believe there is no imported content in their bid must enter “Nil” or “Not Applicable” below.

Goods/Service Description	Purchased from	\$ Value
<b>Total Value of Imported Content</b>		<b>\$</b>

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**Name of Tenderer:** \_\_\_\_\_

1. I confirm that I have read the Shire of Denmark Regional Price Preference Policy and fully understood and accept its terms.
2. I confirm that the information I have provided in relation to my Price Preference claim is true and correct.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Position Held**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**Duly authorised to sign agreements for and on behalf of:**

Registered Company Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

ABN Registration Number: \_\_\_\_\_

CAN Registration Number: \_\_\_\_\_

**All signatures shall be witnessed:**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Witness**

\_\_\_\_\_  
**Address of Witness**