



REQUEST FOR TENDER

Request for Tender (RFT):	Lights Road Upgrade
Deadline:	2.00pm, Thursday 29 September 2022
Lodgement Details:	Tender Box Chief Executive Officer Shire of Denmark South Coast Highway DENMARK WA 6333 OR Email: tenders@denmark.wa.gov.au
RFT Number:	TEN.02.2022/23

© Shire of Denmark

Copyright exists in this publication and such copyright is the property of the Shire of Denmark. A reproduction of this publication or any part thereof without the written consent of the Chief Executive Officer of the Shire of Denmark is not permitted and will be regarded as an infringement of that copyright.

Table of Contents

1. REQUEST BRIEF	4
1.1 INTRODUCTION	4
1.2 BACKGROUND INFORMATION	4
1.3 LOCATION	4
1.4 SCOPE OF WORK	5
1.5 IMPLEMENTATION TIMEFRAME	5
1.6 SEPARABLE PORTIONS	5
2. PRINCIPAL'S REQUEST	6
2.1 REQUEST DOCUMENTS	6
2.2 DEFINITIONS.....	6
2.3 HOW TO PREPARE YOUR OFFER.....	7
2.4 CONTACT PERSONS.....	7
2.5 TENDER BRIEFING/SITE INSPECTION.....	7
2.6 EVALUATION PROCESS	7
2.7 SELECTION CRITERIA (REFER TO SECTION 5.3)	8
2.7.1 Compliance Criteria (Refer to Section 5.3.1)	8
2.7.2 Qualitative Criteria (Refer to Section 5.3.2)	8
2.8 PRICE BASIS	9
2.9 EXPENSES	9
2.10 THE PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION.....	9
2.11 CONDITIONS OF TENDERING	9
2.11.1 Lodgement of Offers and Delivery Method	9
2.11.2 Incomplete or Non-Conforming Offers.....	10
2.11.3 Rejection of Offers	10
2.11.4 Acceptance of Offers.....	10
2.11.5 Disclosure of Contract Information	10
2.11.6 Alternative Offers	11
2.11.7 Offer Validity Period	11
2.11.8 General Conditions of Contract	11
2.11.9 Precedence of Documents.....	11
2.11.10 Tenderers to Inform Themselves	11
2.11.11 Alterations	11
2.11.12 Financial Assessment.....	11
2.11.13 Ownership of Offers.....	12
2.11.14 Attempts to Influence.....	12
2.11.15 Identity of the Tenderer.....	12
2.11.16 Tender Opening	12
3. GENERAL CONDITIONS OF CONTRACT.....	13
3.1 AS 4000	13

4. SPECIAL CONDITIONS OF CONTRACT	13
4.1 PERIOD OF CONTRACT AND TERMINATION	13
4.2 INSURANCES	13
4.3 AS CONSTRUCTED REQUIREMENTS	13
4.4 RECORDKEEPING	14
4.5 INDEMNITY	14
4.6 COPYRIGHT	14
4.7 DISABILITIES ACCESS & INCLUSION PLAN.....	14
4.8 ANNEXURES	14
4.9 ROAD CLOSURES	14
4.10 HOLD POINTS	14
TENDERER'S RESPONSE.....	16
5 TENDERER'S OFFER	17
5.1 OFFER FORM.....	17
5.2 GENERAL AND CORPORATE INFORMATION.....	18
5.2.1 Organisational Profile and Referees.....	18
5.2.2 Agents.....	18
5.2.3 Trusts.....	18
5.2.4 Subcontractors.....	18
5.2.5 Conflicts of Interest	20
5.2.6 Financial Position	20
5.2.7 Management Systems	20
5.2.8 Insurance Coverage.....	20
5.2.9 Tenderer's Current Commitment Schedule	21
5.2.10 Personnel to Carry Out Contract	21
5.3 SELECTION CRITERIA.....	22
5.3.1 Compliance Criteria.....	22
5.3.2 Qualitative Criteria.....	22
5.4 PRICE INFORMATION.....	24
5.4.1 Discounts	24
5.5 REGIONAL PRICE PREFERENCE QUESTIONNAIRE (REFER TO SHIRE OF DENMARK REGIONAL PRICE PREFERENCE POLICY).....	25

READ AND KEEP THIS PART

1. REQUEST BRIEF

1.1 INTRODUCTION

The Shire of Denmark is seeking Tenders from suitable Contractors for the provision of Civil works associated with the Light's Road reconstruction.

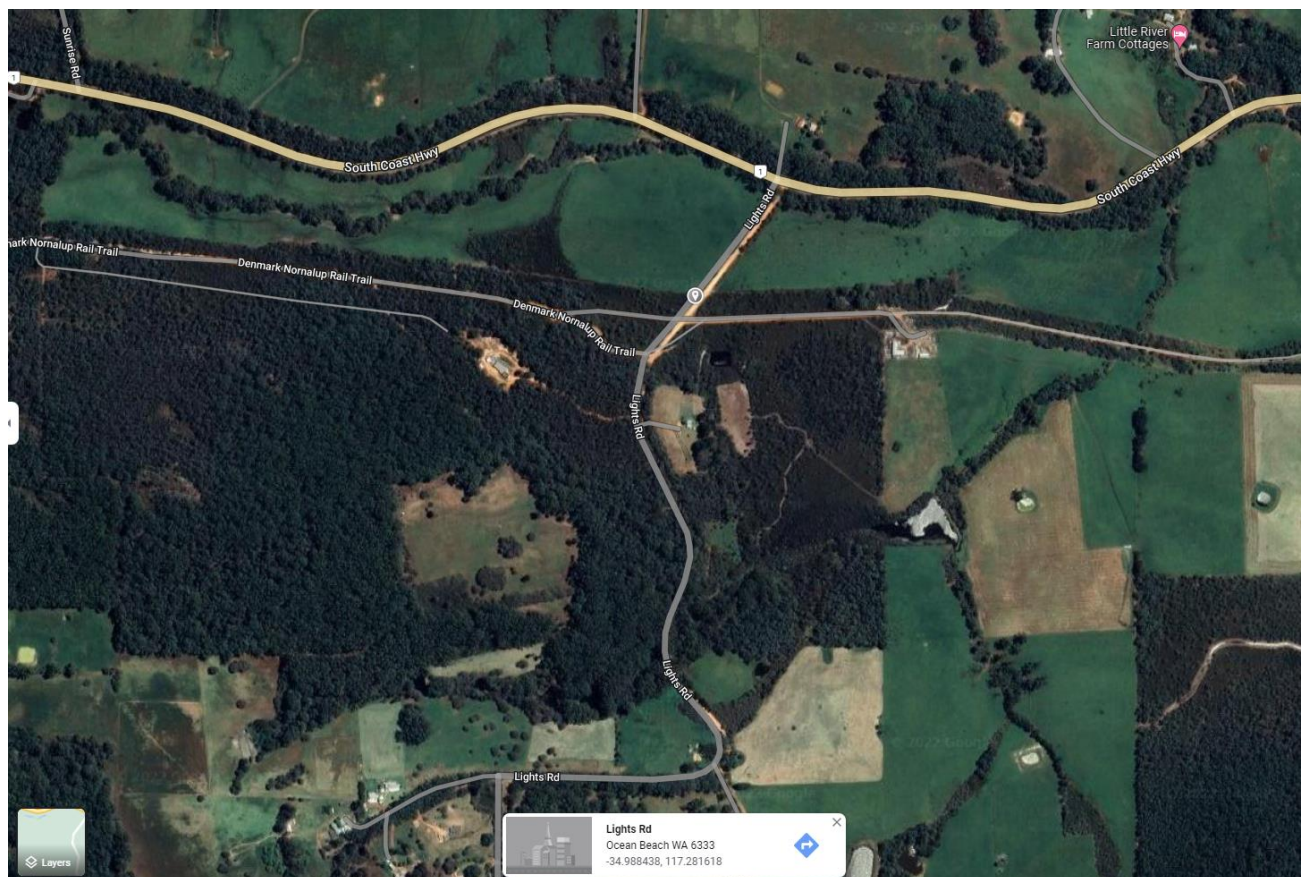
1.2 BACKGROUND INFORMATION

Lights Road is located approximately 10 kms west of the Denmark town site. This section of road provides a critical link between South Coast Highway and Lights Beach. The area is also well known for its farming activities. Lights Road has been identified as a regional road of significance through the Great Southern Regional Road Group.

The upgrade seeks to rectify the pavement and drainage issues by reconstructing pavement, installing culverts and upgrading drainage along the alignment.

1.3 LOCATION

The proposed works are located on Lights Road between SLK 0.03-1.60 (intersection of South Coast Hwy and Lights Rd). Refer to locality map below.



READ AND KEEP THIS PART

1.4 SCOPE OF WORK

The scope of works involves the following;

- Pavement construction (SLK 0.03-1.60)
- Drainage construction and culvert installation
- Sealing and kerbing
- Line marking and signage

The specifications detailing the works are located in attachment E.

1.5 IMPLEMENTATION TIMEFRAME

These are the anticipated dates which are subject to change and can be negotiated with the preferred contractor prior to contract award

- Tenders close: 2pm, Thursday 29th September 2022,
- Contract awarded at the November Ordinary Council Meeting held 18th October 2022.
- Contractor to take possession of site 14th November 2022.
- Contractor shut down: Leave safe site for Christmas holiday period 23rd December 2022 – 9th January 2023.
- Completion timeframe 14 weeks from site possession.

1.6 SEPARABLE PORTIONS

Separable Portions for the works are described in Annexure A.

READ AND KEEP THIS PART

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 – AS 4000 Annexure A Lights Road Upgrade including Separable Portion 1 & 2 (read and keep this part)
- (g) Attachment B –AS 4000 Annexure B Lights Road Upgrade (read and keep this part)
- (h) Attachment C –Civil Drawings Lights Road Upgrade
- (i) Attachment D – Schedule of Rates Lights Road Upgrade
- (j) Attachment E – Shire of Denmark Civil Specification
- (k) Attachment F – Denmark Contractors Guide for Council Works

If there are any discrepancies in the information contained within the documentation the following order of precedence will apply:

1. Part 1 – 5 of this Tender Document not including attachments
2. AS 4000 and Annexures
3. Civil Drawings
4. Civil Specification
5. Price Schedule

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.

READ AND KEEP THIS PART

“**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.

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:

Contractual Enquiries	Specification Enquiries
Name: Martin Buczak	Name: Martin Buczak
Telephone: 08 9848 0300	Telephone: 08 9848 0300
Email: enquiries@denmark.wa.gov.au	Email: enquiries@denmark.wa.gov.au

2.5 TENDER BRIEFING/SITE INSPECTION

There is a non-mandatory site inspection on Tuesday 13th of September 2022 commencing 10:00am at the intersection of South Coast Highway and Lights Road.

The site inspection 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 Martin Buczak via email your attendance at this meeting no later than Thursday the 8th of September COB.

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:

READ AND KEEP THIS PART

Score	Description
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 may then be awarded to the Tenderer whose Offer is considered the most advantageous 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.

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.

READ AND KEEP THIS PART

2.8 PRICE BASIS

Tenderers are to submit with their Offer a proposal for calculating rise and fall for any lump sum and schedules of rates prices if fixed prices are not being proposed. Pricing may only vary according to agreed price variation mechanisms.

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

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 Contractor's 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:

- Shire of Denmark Regional Price Preference Policy – 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 Thursday 29 September 2022 at 2pm (Australian Western Standard Time).

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.

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.

READ AND KEEP THIS PART

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.

READ AND KEEP THIS PART

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 including existing site conditions.
- (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.

READ AND KEEP THIS PART

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 2.00pm on Thursday 29 September 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.

READ AND RETURN THIS PART**3. GENERAL CONDITIONS OF CONTRACT****3.1 AS 4000**

The Principle shall supply the Annexures to AS 4000. The Principle will not make a copy of AS 4000 available to the contractor

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

The Contract shall be completed at the end of the Defects Liability period 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 MATERIALS TO BE SUPPLIED BY THE PRINCIPAL

The Principal shall supply lime sand subbase from the Shire of Denmark Lime Quarry. The Contractor is to extract, cart, and place the material as per the drawings and specification.

4.3 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) 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
- (d) Contract Works Insurance for the value of the Contract until the end of the Defects Liability/Maintenance Period.

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.

4.4 AS CONSTRUCTED REQUIREMENTS

In addition to any other As Constructed clauses, and within two (2) weeks of Practical Completion, the successful Contractor shall provide the Principal's Representative with:

- (a) One full set of approved design drawings with any amendments marked in red. These plans must be signed and endorsed by the Contractor and the Principal's Representative.
- (b) The Surveyor shall also supply "As Constructed" information to the Shire of Denmark in the current

READ AND RETURN THIS PART

Albany Spatial Data Specification (ASDS) format. These specifications and associated documents are available on the City of Albany website: <https://albanywa.maps.arcgis.com/home/index.html>

- (c) Advice on ASDS requirements and up to date templates for Trimble survey equipment are available on request.

4.5 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.

4.6 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 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.

4.7 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.

4.8 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.

4.9 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: <https://www.denmark.wa.gov.au/residents/accessibility.aspx>

READ AND RETURN THIS PART

-
- (b) Annexure 2 – P040216 Shire of Denmark Regional Price Preference Policy: [..\\..\\..\\Manuals, Delegations Register & Code of Conduct\\Policy Manual.docx](#)
- (c) Annexure 3 – Denmark Contractors Guide for Council Work.

4.10 Road and Lane Closures

A full road closure will be allowable (non-consecutively) for a total period of up to 4 weeks for the duration of the approved construction program, the contractor will be required to maintain one lane of open traffic along Light's Road for the remainder of the program.

The site must be fully open to traffic during non-working hours, with the Works area made safe and traffic managed using appropriate aftercare resources.

The road must be fully open to the public with no restrictions during the Christmas closedown period - 23rd December 2022 – 9th January 2023, and any long weekends thereafter.

4.11 Hold Points

Hold Points will be utilized for governance of the contract. Hold Points will be as per MRWA specifications where applicable.

Specifications are available on the MRWA website:

<https://www.mainroads.wa.gov.au/technical-commercial/>

READ AND RETURN THIS PART**TENDERER'S RESPONSE**

Request for Tender (RFT):	Lights Road - Reconstruction
Deadline:	2.00pm, Thursday 29 th September 2022
Lodgement Details:	<p>Tender Box Chief Executive Officer Shire of Denmark 953 South Coast Highway DENMARK WA 6333</p> <p>OR</p> <p>Email: tenders@denmark.wa.gov.au</p>
RFT Number:	TEN.02.2022/23

READ AND RETURN THIS PART

permitted and will be regarded as an infringement of that copyright.

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.02.2022/23, 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 – Contractor Guidelines (refer to Annexure 2 in Request for Tender).

Dated this: _____ day of _____ 20__

Signature of authorised signatory of Tenderer	Signature of Witness
Name of authorised signatory	Name of Witness
Position	Position

READ AND RETURN THIS PART

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.	Attachment 1 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".	Attachment 2 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.	Attachment 3 Tick if attached <input type="checkbox"/>

	Reference 1	Reference 2	Reference 3
Services provided			
Value (Approx)			
Date Started			
Date Completed			
Client/Contractor			
Contact Name			
Contact Position			
Telephone Number			
Additional information:			

5.2.2 Agents

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

5.2.3 Trusts

Are you acting as a trustee of a trust?	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.	Attachment 5 Tick if attached <input type="checkbox"/>

5.2.4 Subcontractors

Do you intend to Subcontract any of the requirements?	Yes / No
--	----------

READ AND RETURN THIS PART

If Yes, attach details of the Subcontractor(s) in the format provided below and label it "Attachment 6 – Subcontractors".

Attachment 6
Tick if attached

READ AND RETURN THIS PART

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".	Attachment 7 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
Attach a financial profile for you and your Subcontractors (if any), 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".	Attachment 8 Tick if attached <input type="checkbox"/>

5.2.7 Management Systems

Is your organisation certified or working towards certification against the following international standards?	
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".	Attachment 9 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.	Attachment 10 Tick if attached <input type="checkbox"/>
--	--

Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date

READ AND RETURN THIS PART

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

Project Description	Value as Let	Date Started	Anticipated Completion Date

5.2.10 Personnel to Carry Out Contract

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

5.2.11 Contractor's construction program

Please provide a construction program outlining project milestones in PDF format.

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	
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 Offer Form (5.1) & Regional Price Preference Form (5.5) e	Yes / No
Compliance with signing Addenda (if applicable) Compliance with signing Offer Form (5.1) & Regional Price Preference Form (5.5)	Yes / No
Compliance with and completion of the Price Schedule with signing Addenda (if applicable)	Yes / No
Compliance with lodging required attachments with and completion of the Price Schedule	Yes / No
Compliance with the time and place of lodging the Offer 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>A) Relevant Experience</p> <p>Describe your experience in completing similar Requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “Attachment 11 - Relevant Experience”:</p> <ul style="list-style-type: none"> • Provide details of similar work. • Provide scope of the Tenderer's involvement including details of outcomes. • Provide key personnel skills and experience and • Demonstrate competency and proven track record of achieving outcomes. 	<p>Weighting 25%</p> <p>Attachment 11 Tick if attached <input type="checkbox"/></p>
---	--

READ AND RETURN THIS PART

<p>B) Tenderer's Resources</p> <p>Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <ul style="list-style-type: none"> • Plant, equipment and materials; and • Any contingency measures or back up of resources including personnel (where applicable). <p>Tenderers should supply a current commitment schedule and plant/equipment schedule in an attachment and label it "Attachment 12 – Tenderer's Resources".</p>	<p>Weighting 15%</p> <p>Attachment 12 Tick if attached <input type="checkbox"/></p>
<p>C) Demonstrated Understanding</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"> • A project schedule/timeline (where applicable). • The process for the delivery of the goods/services. • Training processes (if required); and • A demonstrated understanding of the scope of work. <p>Supply details and provide an outline of your proposed methodology in an attachment labelled "Attachment 13 – Demonstrated Understanding".</p>	<p>Weighting 10%</p> <p>Attachment 13 Tick if attached <input type="checkbox"/></p>
<p>D) Cost</p> <p>Tenderers are to complete the Price Schedule at 5.4.3</p>	<p>Weighting 50%</p>

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 Discounts

Are you prepared to allow a discount for settlement of accounts made within 14 days of date of invoice? If yes, how much?	Yes / No If yes – how much:
Are you prepared to allow a discount for completing Serparable Portion 1 and 2 simultaneously? If yes, how much?	Yes / No If yes – how much:

5.4.2 Price Basis

Are you prepared to offer a fixed price?	Yes / No
If Yes, attach Price Schedule(s) and label it “ Attachment 14 – Price Schedule(s) ”	Attachment 14 Tick if attached <input type="checkbox"/>
If No, please indicate how your proposed price variation mechanism differs from the one outlined above. Supply details and label it “ Attachment 15 - Price Variation Mechanism ”.	Attachment 15 Tick if attached <input type="checkbox"/>

5.4.3 Price Schedule

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

The Price Schedule is to be completed in full and 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.

Refer to Attachment D for submission of Price Schedule.

The Price schedule shall be completed electronically and submitted with the Tender. A printed and signed copy should also be provided.

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.

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.

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

Section B – Regional Business Preference (Tenderers located within the Prescribed Area)	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)?		

READ AND RETURN THIS PART**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
Total Value of Imported Content		\$

READ AND RETURN THIS PART

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