



## Request for Quote

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Request for Quote	Supply and Construct Lookout Platform at Sukey Hill, Cranbrook
Deadline	2.00pm, Thursday 10 September 2020
Quote Delivery	WALGA eQuotes ( <a href="http://www.vendorpanel.com.au">www.vendorpanel.com.au</a> ) <i>Electronic mail Quotes and Facsimile Quotes will not be accepted.</i>
RFQ Number	10-20

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## 1 Principal's Request

### 1.1 Contract Requirements in Brief

The Shire of Cranbrook is seeking Quotes for the supply and construction of a Lookout Platform at Sukey Hill, Cranbrook in accordance with the Council Policy 4.8 – Purchasing. The platform is to be constructed as per supplied engineering drawings attached to this document. Construction is to be completed by 1 April 2021 to allow for project hand over and grant acquittal processes to be undertaken by the Shire.

A full statement of the works required under the proposed contract appears in the Specification (Part 2) and Special Conditions of Contract (Part 3) of this document. The successful respondent will be required to undertake a contractor induction at the direction of the Principal.

### 1.2 Definitions

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

Attachments	The documents you attach as part of your Quote.
Deadline	The deadline for lodgement of your Quote as detailed on the front cover of this Request.
General Conditions	The General Conditions of Contract nominated in clause 1.6.6.
Offer	Your offer to be selected to supply the Requirements.
Principal	Shire of Cranbrook.
Request OR RTQ OR Request for Quote	This document.
Requirements	The services requested by the Principal.
Selection Criteria	The Criteria used by the Principal in evaluating your Quote.
Special Conditions	The additional contractual terms.

Specification	The statement of Requirements that the Principal request you to provide if selected.
Quote	Completed Offer form, Response to the Selection Criteria and Attachments.
Respondent	Person/s or Corporation/s who has or intends to submit an Offer to the Principal.

### 1.3 Quote Documents

This Request for Quote is comprised of the following parts:

- Part 1 – Principal’s Request (*read and keep this part*).
- Part 2 – Specifications (*read and keep this part*).
- Part 3 – Special Conditions of Contract (*read and keep this part*).
- Part 4 – Respondent’s Offer (*complete and return this part*).

### 1.4 How to Prepare Your Quote

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Arrange a mandatory site visit with the Principle;
- d) Complete and return the Offer (Part 4) in all respects and include all Attachments;
- e) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- f) Lodge your Quote before the Deadline.

### 1.5 Alternative Quotations

The Principle welcomes innovation and creative solutions in obtaining the best value for money services and goods. Accordingly, it encourages Respondents to offer options or solutions, these may be related to the functional, performance and technical design aspects of the requirement. In regard to the footing design, an alternative design would be a bolt system rather than concreting the posts into the footings. It should be noted that alternative footings must be designed using the same engineering parameters as those used in the current provided design and should not alter any other parts of the structure’s design.

The Principle will consider such alternatives and options in confidence.

In providing an alternative which is not compliant with the Quotation Document, the Respondent must identify the areas of noncompliance and state the reason for any noncompliance and how it/they may benefit the Shire.

The Principle reserves the right either to consider Alternative Quotations on their merits or not to consider them further.

## 1.6 Contact Persons

Respondents should not rely on any information provided by any person other than the person listed below:

Name	Jeff Alderton, Manager of Works
Telephone	(08) 9826 1008
Email	mow@cranbrook.wa.gov.au

## 1.7 Conditions of Quoting

### 1.7.1 Lodgement of Quotes and Delivery Method

The Quote must be lodged by the Deadline. The Deadline for this request is 2.00pm, Thursday 10 September 2020.

The Quote is to be submitted via WALGA eQuotes ([www.vendorpanel.com.au](http://www.vendorpanel.com.au))

Electronic mail Quotes and Quotes submitted by Facsimile will not be accepted.

### 1.7.2 Rejection of Quotes

A Quote will be rejected without consideration of its merits in the event that:

- a) If a site visit is not arranged and attended; or
- b) It is not submitted before the Deadline; or
- c) It is not submitted as specified in the Request; or
- d) It may be rejected if it fails to comply with any other requirements of the Request.

### 1.7.3 Acceptance of Quotes

The Principal is not bound to accept the lowest Quote and may reject any or all Quotes submitted. No late Quotes will be accepted.

#### 1.7.4 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.

All Respondents will be given particulars of the successful Respondent(s) upon request or be advised that no Quote was accepted.

#### 1.7.5 Quote Validity Period

All Quotes will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Quote, whichever is the later unless extended on mutual agreement between the Principal and the Respondent in writing.

#### 1.7.6 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.

#### 1.7.7 Respondents to Inform Themselves

Respondents will be deemed to have:

- a) Examined the Request and any other information available in writing to Respondents for the purpose of quoting;
- b) Examined all further information relevant to the risks, contingencies and other circumstances having an effect on their Quote which is obtainable by the making of reasonable enquires;
- c) Satisfied themselves as to the correctness and sufficiency of their Quotes including Quoted prices which will be deemed to cover the cost of complying with all the Conditions of Quoting and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) Acknowledged that the Principal may enter into negotiations with any chosen Respondent and that negotiations are to be carried out in good faith; and
- e) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

### 1.7.8 Alterations

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

The Principal will issue an addendum to all registered Respondents where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

### 1.7.9 Ownership of Quotes

All Quotations and accompanying documents become the property of the Shire upon the submission of the Quotation, and the Respondent authorises the Shire, its officers, employees, agents and advisers to adapt, modify, disclose, reproduce or do anything else necessary (in the Shire's sole opinion) to the whole or any portion of the Quotation.

Any and all documents, materials, articles, electronic data and information submitted by the Respondent as part of or in support a Quotation shall become upon submission the absolute property of Shire and will not be returned to the Respondent at the conclusion of the Response process provided that the Respondent shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### 1.7.10 Canvassing of Officials

If the Respondent, whether personally or by an agent, canvasses any of the Principal's Staff or Councillors (as the case may be) with a view to influencing the acceptance of any Quote made by it or any other Respondent, then regardless of such canvassing having any influence on the acceptance of such Quote, the Principal may at its absolute discretion omit the Respondent from consideration.

### 1.7.11 Identity of the Respondent

The identity of the Respondent is fundamental to the Principal. The Respondent will be the person, persons, corporation or corporations named as the Respondent and whose execution appears on the Offer Form in Part 4 of this Request.

### 1.7.12 Costs of Quoting

The Principal will not be liable for payment to the Respondent for any costs, losses or expenses incurred by the Respondent in preparing their Offer.



### 1.7.13 Quote Opening

Quotes will be opened in the Principal's offices, following the advertised Deadline.

### 1.7.14 In-House Quotes

The Principal will not submit an In-House Quote for the provision of the services contained within this document.

## 1.8 Evaluation Process

This is a Request for Quote.

Your Quote will be evaluated using information provided in your Quote.

The following evaluation methodology will be used in respect of this Request:

- (i) Quotes are checked for completeness and compliance. Quotes that do not contain all information requested (eg. completed Offer form and Attachments) may be excluded from evaluation.
- (ii) Quotes are assessed against the Selection Criteria. Contract costs are evaluated (eg Quoted prices) and other relevant whole of life costs are considered.

## 1.9 Selection Criteria

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

The Contract will be awarded to Respondent/s who best demonstrate the ability to provide quality products at a competitive price. The Quoted prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

This means that, although price is considered, the Quote/s containing the lowest price will not necessarily be accepted, nor will the Quote/s ranked the highest on the qualitative criteria.

### 1.9.1 Compliance Criteria

These criteria will not be point scored. Each Quote 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 Quote from consideration.

Description of Compliance Criteria	Yes/No
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Quoting this Request.	Yes / No
(c) Compliance with and completion of the Price Schedule.	Yes / No

### 1.9.2 Qualitative Criteria

In determining the most advantageous Quote, the Evaluation Panel will score each Respondent against the qualitative criteria.

It is essential that Respondents address each qualitative criterion. The Quotes will be used to select the chosen Respondent, and failure to provide the specified information may result in elimination from the Quote evaluation process.

The qualitative criteria for this Request are as follows:

Description of Qualitative Criteria	Weighting
(a) Demonstrated experience in completing similar projects.	40%

(b) Construction Methodology.	30%
(c) Demonstrated ability to deliver project by 1 April 2021.	30%

### 1.9.3 Price Basis

Quoted prices must be stated excluding and including Goods and Services Tax (GST).

Any charge not stated in the Quote, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

## 2 Specifications

### 2.1 General

- A site visitor with the Principle is mandatory and must be arranged prior to submission of Quotation. If a site visit is not attended the quotation will automatically be disqualified from the awarding process.
- All vegetation clearing will be undertaken by the Shire
- If there are on site access difficulties for larger plant identified, the Shire can undertake minor fill works to overcome these issues (ie: gravel fill tamper). Extent of these works will need to be agreed upon by both the Contractor and Principle prior to going ahead with the successful Quote.
- Three soil test samples have been taken at the site and the in-situ soil has been classified as S Class: The Characteristic Surface Movement (Ys) that the site may experience due to variations in subsurface moisture conditions during normal climatic changes was calculated to be 0mm to 20mm - (refer to AS2870 – Section 2). This Ys value indicates that the underlying soil profile has potential to experience slight swell/shrink movement under normal climatic changes. This swelling &/or shrinking of the soils, particularly clay soils, is attributed to the absorption &/or loss of moisture. The soil report can be supplied upon request.
- A basic set out of the structure will be undertaken by the Shire.

### 2.2 Materials

The following outlines material specifications:

- All steel used to construct the viewing platform including bolts is to be galvanised
- Stainless steel wire to the balustrade must comply with BCA 2016 Volume Two part 3.9.2 & tables 3.9.2.1, 3.9.2.2 & 3.9.2.3 for wire balustrades.
- Top hand rail should also be galvanised steel rather than wood which is indicated on the drawings.
- All other quoted materials should reflect those as per specified in the attached engineering drawings or similar which achieve the same engineering standards.

## 2.3 Methodology

The following outlines specifications relating to methodology:

- The building envelope should be stripped of all vegetation and topsoil, with any areas of soft, loose or wet material selectively excavated to provide a firm, working base.
- The methodology should reflect that indicated in the attached engineering drawings or similar which achieve the same engineering standards (ie: a bolt system to attach footings rather than concreted footings as indicated in the drawings).

### **3 Special Conditions of Contract**

#### **3.1 Period of Contract**

The term of the Contract shall be from date of accepting the successful Quotation through to the end of the project at which point all works have been inspected and accepted by the Principle and the site has been formally handed back over to the Shire. Construction is to be completed by 1 April 2021 to allow for project hand over and grant acquittal processes to be undertaken by the Shire.

#### **3.2 Commencement**

The Contractor shall not commence the Works until an official Shire of Cranbrook Purchase Order covering the works has been supplied to the Contractor. Occupation of the site shall not be deemed to be exclusive possession.

#### **3.3 Early Termination**

The Principal shall have the option of terminating this contract immediately if any of the following circumstances arise:

- (a) the Contractor does not provide the services in accordance with the request of the Principal; or
- (b) the Contractor does not in the opinion of the Principal perform the work required in a satisfactory manner (including, but without limitation, for unsatisfactory productivity); or
- (c) the Contractor or employees or agents thereof be guilty of any dishonesty, misconduct or neglect of duty; or
- (d) the Contractor enters into a deed of arrangement or bankruptcy.

#### **3.4 General Obligations**

The Contractor shall execute the Works in accordance with the Contract to the satisfaction of the Manager or Works or their Deputy and shall be solely liable for the care of the Works, temporary works, and constructional plant until the Manager or Works or their Deputy has certified that the whole of the Works have been satisfactorily completed by the Contractor.

The Contractor shall provide all labour, plant, equipment, tools and everything whether of a temporary or a permanent nature required for the execution of the Works except where otherwise stated in the Contract.

### **3.5 Failure to Supply**

Where the Contractor is unable or fails to supply or meet the requirements of the Principal at any time, the Principal may without being liable in any way to the Contractor obtain or acquire such services as is required at that time from any other source or supplier.

### **3.6 Subcontracting**

The Contractor shall supply the Manager of Works or their Deputy with the names of sub-contractors proposed to be used within fourteen days of acceptance of a Respondent.

If the Contractor wishes to introduce a new sub-contractor during the term of the contract, then the Contractor shall advise the Manager of Works or their Deputy the name of the new sub-contractor at least fourteen days in advance of the new sub-contractor commencing.

The Manager of Works and Services or their Deputy shall have the right to allow or disallow any nominated sub-contractor.

### **3.7 Industrial Award Compliance**

With respect to all work done in Western Australia under the Panel Contract, the Contractor shall observe, perform and comply in all material aspects with all relevant Industrial Awards, Industrial Agreements, registered Workplace Agreements and orders of Competent Courts or Industrial Tribunals applicable to the work to be done under the Contract. Failure by the Contractor to comply with the above requirements hereof shall entitle the Principal, by notice in writing to the Contractor, to forthwith terminate the Panel Contract, but without prejudice to any other rights or remedies of the Principal.

### **3.8 Advertisements**

The Contractor shall not exhibit any advertisements on the site of the works or any land occupied by the Contractor under this Contract without the written authority of the Manager of Works or their Deputy.

### **3.9 Health & Safety**

The Contractor and personnel shall work in the safest possible manner and shall comply with all requirements of the Western Australian Occupational Health, Safety and Welfare Act and Regulations.

Without limiting the above, the Contractor and personnel shall wear all necessary personal protective clothing/equipment including steel capped footwear and appropriate sight and hearing protection when performing work under this contract.

All necessary protective clothing/equipment shall be provided by the Contractor at no cost to the Shire of Cranbrook.

The Contractor shall comply with safety requirements as detailed in the Shire's Contractor Management Policy and Procedures. A copy of these documents is available on request.

The Contractor shall comply with the Shire's Drug and Alcohol Policy 2.19 which also prohibits smoking on site. A copy of this document is available on request.

Nothing shall restrict the Manager or Works or their Deputy from stopping dangerous work or practices and requiring the Contractor to take remedial action to comply with safety requirements. Failure to comply will lead to termination of the Contract.

### **3.10 Accident Reporting**

If an accident should occur in the vicinity of the works, the Contractor shall provide a report on the accident to the Manager of Works or their Deputy.

This report shall include the following:

- (i) Date and time of accident;
- (ii) Names of person/s involved or affected by the accident;
- (iii) Plates of vehicle/s involved;
- (iv) Weather conditions; and
- (v) Photographs of the accident site.

### **3.11 Existing Services**

The Contractor shall be solely and entirely responsible for the protection of all existing services and structures within and adjoining the works which are, or may be interfered with during the works.



### **3.12 Interpretation of the Schedule of Rates**

The Principal agrees to pay the Contractor as per the Schedule of Rates. Payment will be made within 30 days of receipt of invoice for works completed and authorised by the Manager of Works. The Manager of Works shall not unreasonably withhold such authorisation. Progress payments can be arranged and should be discussed with the Manager of Works prior to undertaking any part of the scope.

Any disputes arising from this contract shall firstly be resolved by both parties to the satisfaction of each party. Where it is established that the dispute cannot be resolved, both parties shall appoint an arbitrator whose finding will be binding on all parties.

### **3.13 Occupation of Site**

Entry onto private property is not permitted without the specific authorization of the property owner or occupier.

Every care must be taken to preserve and avoid damage to fences, roadways, kerbs, paths, other street hardware/fittings, verge landscaping and lawns. This care is to be extended to adjacent private property including gardens, fences, letter boxes, reticulation and all other private property.

No new tracks shall be formed or existing tracks altered or camps erected or fencing cut or clearing performed without the approval of the Manager or Works or their Deputy. Indiscriminate clearing and / or cutting of access tracks will not be permitted.

The Contractor shall repair and/or reinstate everything damaged by the Contractor in executing the work required by the Shire, at its own cost. Without limitation such repair and/or reinstatement will be required if there is damage to any public utility service, any street or Shire equipment, or private property, including reticulation. If the Contractor in the opinion of the Shire does not carry out any such repair and/or reinstatement satisfactorily, the Shire may do the work, or arrange for the work to be done, and any costs thereby incurred shall be recoverable as a debt due and owing from the Contractor, or alternatively may be deducted from any payment due under the Contract.

## 4 Respondent's Offer

### 4.1 Offer Form

The Chief Executive Officer  
Shire of Cranbrook  
PO Box 21 (19 Gathorne Street)  
CRANBROOK WA 6321

I/We (Registered Entity Name) \_\_\_\_\_

of \_\_\_\_\_ (Registered street address)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No \_\_\_\_\_ Facsimile No \_\_\_\_\_

E-mail \_\_\_\_\_

#### **In response to RFQ 10-20 Supply and Construct Lookout Platform at Sukey Hill, Cranbrook:**

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 Quoting contained in this Request signed and completed.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Quote irrespective of its outcome.

The Quoted price is valid up to ninety (90) calendar days from the date of the Quote closing or forty-five (45) days from the Council's resolution for determining the Quote, whichever is the later unless extended on mutual agreement between the Principal and the Respondent in writing.

In accordance with the Request supplied to me/us for the purpose of quoting hereby offer the price schedules attached.

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

Signature of authorised signatory of Respondent \_\_\_\_\_

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

Telephone No. \_\_\_\_\_ Email Address \_\_\_\_\_

Postal Address \_\_\_\_\_

## 4.2 Response to Selection Criteria

### 4.2.1 Compliance Criteria

Have you complied with the Specification contained in this Request?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Have you complied with the Conditions of Contract contained in this Request?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Have you complied with and completed the Price Schedule?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>

### 4.2.2 Qualitative Criteria

Before answering the qualitative criteria, Respondents shall note the following:

- a) all information relevant to your answers should be contained within your Respondent to each criterion;
- b) Respondents shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;
- c) Respondents shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Respondents shall address each issue outlined within a qualitative criterion.

<p><i>Relevant Experience</i></p> <p>Describe your experience in completing/supplying similar requirements. Respondents shall as a minimum address the following information and label it "Attachment 1":</p> <ol style="list-style-type: none"> <li>(a) provide details of similar work;</li> <li>(b) provide scope of the Respondent's involvement including details of outcomes;</li> <li>(c) provide details of issues that arose during the project and how these were managed;</li> </ol>	<p>Attachment 1</p> <p><input type="checkbox"/></p> <p>Tick ✓ if attached</p>
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Part 4 COMPLETE AND RETURN THIS PART

(d) demonstrate competency and proven track record of achieving outcomes; and	
(e) demonstrate sound judgement and discretion.	

<p><i>Construction Methodology</i></p> <p>Respondents should demonstrate an appreciation of the Requirements and provide an outline of their proposed methodology in an attachment and label it "Attachment 2". This would include any alternative designs.</p>	<p>Attachment 2</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
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<p><i>Ability to Deliver the Project by 1 April 2021</i></p> <p>Respondents should demonstrate time frames for completion of tasks required to complete the project (ie: materials delivered to site, footings, structure assembled). A Gantt Chart or similar should be submitted and labelled "Attachment 3".</p>	<p>Attachment 3</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
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### 4.3 Schedule of Rates

Respondents must complete the following Price Schedule. Before completing the Price Schedule, Respondents should ensure they have read this entire Request.

Item	Price excluding GST	GST	Price including GST
Supply of all Materials Associated with the Lookout Platform	\$ _____	\$ _____	\$ _____
Construction of the Lookout Platform	\$ _____	\$ _____	\$ _____

**End of Document.**