Request for Tender

Request for Tender:	*Trades Panel of Prequalified Goods and Service Providers*

Deadline:	*10.30am, Tuesday 6 August, 2013*

RFT Number:	*2_2013*

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1 Conditions of Tendering

1.1 Contract Requirements in Brief

The Principal is seeking suitably qualified and experienced Contractors to undertake the provision of various goods, services and works within the Principals boundaries, in the following category areas:

(a) Category A – Building and Plant Maintenance, including:
- i. Air-conditioning Maintenance Services;
- ii. Plumbing Maintenance Services;
- iii. Electrical Maintenance Services;
- iv. Mechanical Services;
- v. Painting and Decorating Services;
- vi. Carpentry;
- vii. Concreting; and
- viii. Glazing Services.

(b) Category B – Building Construction, including:
- i. Architectural Services;
- ii. Construction of Permanent Residential Dwellings;
- iii. Construction of Temporary Accommodation;
- iv. Building Supplies for the Construction of Dwellings; and
- v. Supply and Installation of Sheds.

(c) Category C – Plant Hire, including:
- i. Heavy Plant (Wet & Dry Hire); and
- ii. Light Plant (Dry Hire).

(d) Category D Landscaping and Horticultural Services, including:
- i. Lawn/Garden Maintenance;
- ii. Tree Maintenance; and
- iii. Irrigations Systems.

The Principal is its own decision making body and no guarantee is made express or implied as to how each panel will be established nor the number of Contractors. The Principal does not give any assurance as to the nature or quantity of work that could be allocated.

A full statement of the Requirements required under the Contract appears in the Specification – Part 2 and Proposed Conditions of Contract – Part 3 (Attachment 1).

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 Tender.
Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitute or evidence the final and concluded agreement between the Principal and the Contractor(s).
Contractor:	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Council:	Means the Principals elected members.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 3 of this Request.
Letter of Engagement:	Means the letter from the Principal to the Contractor whereby the Contractor is engaged to provide the Services.
Offer:	Your offer to supply the Requirements.
Principal:	Means the Western Australian Local Government known as The Shire of Ravensthorpe.
Request OR RFT OR Request for Tender	This document.
Requirement:	The Goods and/or Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer, response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tenderlink:	Means the web based portal to be used for downloading information from both the Principal and prospective Tenderers. This medium operates through the website www.Tenderlink.com/walga This portal is not used for the lodgement of Tenders. Please refer to the WALGA Provider Portal in these defined terms for lodgement

Tender Period:	The time between advertising the Request and the Deadline.
WALGA Provider Portal:	Means the web portal to be used by Tenderers to lodge Tenders in responding to this Request. This web portal is also utilised by the evaluation panel to access and evaluate Tenders. The link to this web portal is nominated in Clause 1.7 of this Request.

1.3 Tender Documents

This Request for Tender is comprised of the following parts:

a) Part 1 – Conditions of Tendering (read and keep this part).

b) Part 2 – Specification and/or plans/drawings (read and keep this part).

Separate Documents includes:

c) Attachment 1 – General Conditions of Contract (read and keep this part).

d) Attachment 2 - Price Schedule (attached in the relevant criterion in the WALGA Provider Portal).

e) Addenda and any other special correspondence issued to Tenderers by the Principal.

f) Any other policy or document referred to but not attached to the Request.

1.4 Contact Person

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

Name:	Segolene Macle
Telephone:	(08) 9213 2067
Email:	smacle@walga.asn.au
Mobile:	0429 592 974

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tenders. Written clarifications must be made using the online forum on the tender details page of Tenderlink and may be subject of an Addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than three (3) working days prior to the Deadline of this Request.

1.6 Tender Briefing/Site Inspection

Attendance at this meeting is not mandatory.

Date & Time	Location
10.00am, 19 July 2013	Shire of Ravensthorpe 65 Morgans Street Ravensthorpe WA 6346

The briefing will entail the contact person providing a demonstration in how to perform an electronic submission in the WALGA Provider Portal. The briefing will also provide Tenderers the opportunity to clarify any uncertainties prior to the closing of the Tender.

Please confirm your attendance with Segolene Macle by email smacle@walga.asn.au by no later than Wednesday, 17 July 2013.

1.7 Lodgement of Tenders

The Tender must be lodged by the Deadline.

Lodgement of Tenders must be made in the WALGA Provider Portal. Access to this portal is provided below.

a) Carefully read all parts of this document.

b) Ensure you understand the Requirements.

c) Log into the WALGA Provider Portal using the following hyperlink:

https://360providers.apetsoftware.com.au/Public/PublicJobs.aspx?Code=walgatenders

Note that a registration process is required when accessing the WALGA Provider Portal for the first time. This is a separate registration process to Tenderlink.

d) Select and Login to the relevant Request.

e) Ensure that you answered all the Selection Criteria within the WALGA Provider Portal.

f) Lodge your Tender before the Deadline.

The Contact Person as nominated in clause 1.4 can provide assistance in using the WALGA Provider Portal.

Hard copies of Tenders, as well as Tenders submitted by email or facsimile or any other means other than the WALGA Provider Portal will not be accepted.

1.8 WALGA Provider Portal Conditions of Use

In preparing a Tender using the WALGA Provider Portal, Tenderers must agree to the following Conditions:

a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms or other disabling features which may affect the WALGA Provider Portal and/or the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.

b) Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

c) Where electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.

d) Tenders lodged through WALGA's Provider Portal will be deemed to be authorised by the Tenderer.

e) The WALGA Provider Portal is designed to prevent lodgement of a Tender after the Deadline.

f) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

g) Tenderers acknowledge that:

- lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
- the Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

1.9 Rejection of Tenders

A Tender will 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 on the WALGA's Provider Portal as the means specified in this Request; or

c) Where the electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a Late Submission; or
d) Tenders submitted with electronic files that cannot be read or decrypted; or
e) Tenders which the Principal believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of WALGA's Provider Portal or and/or the Principal's computing environment.

1.10 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders 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 Tender and may reject any or all Tenders submitted.

1.11 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 Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

1.12 Tender Validity Period

All Tenders 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 Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.13 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.

1.14 Alternative Tenders

Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than those stated in this Request must in all cases arising be submitted in writing as part of your Tender.

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

Where an alternative Tender is offered, the Tenderer shall include a fully detailed description and shall state clearly the manner in which it differs from that specified.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.15 Tenderers to Inform Themselves

Tenderers warrant and shall be deemed to have:

a) examined this Request and any other information available in writing to Tenderers for the purpose of responding;
b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
c) satisfied themselves as to the correctness and sufficiency of their Tender including proposed prices which will be deemed to cover the cost of complying with all the Conditions of Tender 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 a chosen Tenderer 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.

1.16 Alterations

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

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

1.17 Risk Assessment

The Principal may have access to and give consideration to:

a) any risk assessment undertaken by any credit rating agency;
b) any financial analytical assessment undertaken by any agency; and
c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.18 Evaluation Process

This is a Request for Tender.

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

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

a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested may be excluded from evaluation.
b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer(s) whose Tender is considered the most advantageous Tender to the Principal.

1.19 Selection Criteria

The Contract may be awarded to a panel of Tenderers who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.20 Compliance Criteria

These criteria are detailed below will not be point scored. Each Tender will be assessed on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of "Non-Compliant" against any criterion may eliminate the Tender from consideration.

The criteria contained below are for information purposes. Tenderers must respond to these criteria within the WALGA Provider Portal.

a)	**Tenderer Profile** i. Provide the Tenderers Australian Business Number (ABN) and Registered Entity Name and registered postal address (not a PO Box). ii. Provide details of the Tenderers person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address. iii. Provide a minimum of two referees, including the name, position, telephone, email address and type of service provided. Describe the nature of the relationship and relevance to this Request.

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b)	**Tenderer Declaration** i. By indicating Comply I (The Tenderers Authorised Person) We (The Tenderer) agree that I am/We are bound by, and will comply with the Conditions of Tender contained in this Request. I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Request irrespective of its outcome. By submitting this Response, I the person named as the authorised person, confirm my understanding that by lodging a Tender, in accordance with Part 1 of this Request, I understand no physical signature is required on this Declaration; that by lodging this Tender I am automatically providing an electronic signature for this Declaration in accordance with the Electronic Transactions Act 1999 (Cth) and corresponding state and territory acts.
c)	**Financial Position** i. Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details). ii. Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for $50,000 or more? (If yes, please provide details). iii. Will you co-operate with an independent financial assessor during the conduct of financial assessments? (If no please outline your reason why).
d)	**Conflict of Interest** i. Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?
e)	**Insurance Details** i. Please provide your insurance details relevant to the category area you are submitting for including type of insurance, insurance value and expiry date.
f)	**Alternative Tenders** i. Tenderers are to provide their proposed alternative Tender in this criterion in accordance with clause 1.14 of this Request.

g)	**Addendums / Acknowledgement** i. Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum.
h)	**Critical Assumptions** i. Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request.
i)	**Category Selection** i. Please complete the Microsoft Excel spreadsheet "RFT 2_2013 Category Selection.xls" nominating the service category or categories your organisation is Tendering for (an attachment has been provided for this Criterion and is available in the WALGA Provider Portal).
j)	**Pricing** i. Please complete the Microsoft Excel pricing spreadsheet "RFT 2_2013 Price Schedule.xls" (a separate attachment has been provided for this Criterion and is available in the WALGA Provider Portal)

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed below. Each criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion in the WALGA Provider Portal. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

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Qualitative Criteria		Weighting
a)	**Demonstrated Experience** i. Provide a summary of your organisations experience in supplying goods or performing services similar to the requirements to the category or categories that you have submitted for. ii. Provide a summary of your organisations experience in operating within a panel arrangement and provide details on how the relationships were maintained. iii. Outline your experience in supplying goods or performing similar services in regional and remote locations and highlight any unique aspects in providing to those region(s). Provide detail on your ability to maintain works in regional/remote locations.	**35%**
b)	**Organisational Capacity** i. Provide an organisational structure of the business, inclusive of business owners, management and staff and roles of each. Detail in your response the business location including number of branches (if applicable) and ability to respond to the Principals requests including emergency response times. ii. Detail the key personnel (including sub-contractors) that will perform the Requirements of this Request. Include any relevant current registrations or licences held, their intended role and any relevant experience/qualifications.	**30%**

c)	**Resources** i. Provide a list of equipment, machinery, plant, vehicles or facilities that your organisation intends to utilise to perform the requirements of the category/categories that you have submitted for. ii. List any suppliers that you will use to supply the goods for the category/categories that you have submitted for. Include the business location of the supplier and type of goods/services to be utilised.	**25%**
d)	**Local Content** i. Detail the local content that you will utilise in conducting the required services, including employees, subcontractors, materials etc.	**10%**

1.22 Value Considerations

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The Evaluation Panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

a) the qualitative ranking of each Tenderer;
b) the pricing submitted by each Tenderer;
c) the service categories; and
d) the Principals Regional Price Preference Policy.

Once the Tenders have been ranked, the Evaluation Panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

1.23 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Principals Regional Price Preference Policy.

The Policy stipulates that:

Objective

To support local and sub regional business and industry by providing price preference to regional suppliers tendering for contracts with Council.

Policy

1. Price preference will apply to all tenders invited by Council for the supply of goods and services and construction (building) services, unless Council resolves that this policy not apply to a particular tender.

2. The following levels of preference will be applied under this policy:

a) Goods and Services up to a maximum price reduction of $50,000.

-10% to businesses located within the Shire of Ravensthorpe

- 5% to businesses located within the Shire of Esperance.

b) Construction (Building) Services up to a maximum price reduction of $50,000

- 5% to businesses located within the Shire of Ravensthorpe

-2.5% to businesses located within the Shire of Esperance.

c) Goods and Services, including Construction (Building) Services up to a maximum price reduction of $500,000, if Council is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by Council.

-10% to businesses located within the Shire of Ravensthorpe

-5% to businesses located within the Shire of Esperance.

3. The levels of preference outlined in 2 above, will only apply to businesses that have been located within the local government areas specified for at least 6 months prior to the closing date of tenders.

4. Only those goods or services identified by the tender as being from the regional sources will be included in the discounted calculation that forms a part of the assessment of tender.

5. It should be noted that price is only one of the factors to be assessed when Council decides to accept the tender it thinks would be the most advantageous to accept.

1.24 Price Basis

All prices for goods/services offered under this Request are to be variable for the term of the Contract. All prices will vary according to the variation mechanism specified in the Conditions of Contract.

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.25 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will be 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.

1.26 Canvassing of Officials

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

1.27 Identity of the Tenderer

The identity of the Tenderer is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer within your Tender. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28 Costs of Tendering

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

1.29 Tender Opening

Tenders will be opened at, WALGA, 15 Altona Street West Perth WA 6005, as soon as practicable following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers, members of the public and the Principal's officers present or otherwise, concerning the Tenders submitted.

1.30 In House Tenders

The Principal does not intend to submit an In House Tender.

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2 Specification

2.1 Contract Requirements in Brief

The Principal is seeking a panel of Contractors for the various categories of Goods, Services or Works as identified in this Specification.

Tenderers are to be aware that the Principal may also utilise existing preferred supplier arrangements for sourcing requirements related to the stated categories. As such, current preferred suppliers already contracted by WALGA need not respond to this Request.

2.2 Definitions

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

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract.
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract.
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract.

2.3 Categories of Goods or Services

The Goods, Services or Works required under this Contract is segmented into the following categories. Please refer to the relevant sections under clause 2.4 Specific Requirements for a more detailed scope of requirements under the respective category:

- Category A – Building and Plant Maintenance Services, incorporating either or all of:
    i. Air-Conditioning Maintenance Services;
    ii. Plumbing Maintenance Services;
    iii. Electrical Maintenance Services;
    iv. Mechanical (Vehicle and Plant) Services;
    v. Painting and Decorating Services;
    vi. Carpentry;
    vii. Concreting; and
    viii. Glazing Services.

- Category B – Building Construction, including but not limited to the design, supply and construction of:
    i. Architectural Services;
    ii. Construction of Permanent Residential Dwellings;
    iii. Construction of Temporary Accommodation;
    iv. Building Supplies for the Construction of Dwellings; and
    v. Supply and installation of Sheds.

- Category C – Plant Hire, including:
    i. Heavy Plant and Equipment Wet and Dry Hire; and
    ii. Light Plant and Equipment (Dry Hire).

- Category D – Landscaping and Horticultural Services, including but not limited to:
    i. Lawn/Garden Maintenance;
    ii. Tree Maintenance; and
    iii. Irrigation Systems installation and maintenance.

2.4 Specific Requirements

2.4.1 Category A – Building and Plant Maintenance

2.4.1.1 Air-Conditioning Maintenance Services

(a) Scope of Works

For the supply of reactive and planned maintenance services to air conditioning systems to the Principal. The Contractors will be required to provide services for, but not limited to:

- General repair of air-conditioning installations and air-conditioning fittings in and around the Principal's facilities and buildings;
- Repair and maintenance of air-conditioning units and associated mechanical services across the Principal's infrastructure ensuring safety for continued use and in conformity with WA Electrical Regulations;
- Safety maintenance and testing of appliances. Minor alteration and re-location of air-conditioning units;
- Minor new air-conditioning installation work;

- Air-conditioning inspection and condition reports as directed by the Principal;
- Perform manufacturers recommended servicing tasks in accordance with servicing schedules as applicable for each appliance;
- Perform maintenance in line with Principals maintenance schedules;
- Preparation and submission of reports, recommendations, and estimates within specified time limits;

Schedules and Locations for this service will be supplied to the successful Contractor(s) at the point of request for quotation.

(b) Licencing and Registration of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licences or certifications as required by the Department of Commerce and/or the Department of Environment and Conservation as well as the organisation holding a Refrigeration Trading Authorisation (RTA) and staff holding a Refrigerant Handling Licence (RHA) to conduct the requirements of this Contract.

2.4.1.2 Plumbing Maintenance Services

(a) Scope of Works

For the supply of Reactive and Planned maintenance services for Plumbing, Water Supply, Sanitary Services, Gas Services and Drainage works for the Principal. Contractors will be required to provide repairs and maintenance services for, but not limited to:

- General repair of plumbing installations and plumbing and gas fittings in and around the Principal's facilities and buildings;
- Sanitary fixtures including W.C. suites, urinals, basins, sinks and tubs, drinking fountains, showers, slop hoppers, taps and outlets and associated equipment;
- Sanitary plumbing including stacks and vents, floor wastes, acid resisting pipes and drains, pumps and ejectors, internal/external

sewer drainage runs, cocks and valves and identification labelling;

- Items forming part of freshwater supply systems including storage tanks, water heaters, reticulation pipe work and components, identification labelling and control valves;
- Gas supply installations including appliances, reticulation pipe work and components, labelling, manifolds and regulators;
- Roof plumbing including roof lights, guttering and downpipes, flashings, roof coverings, thermal insulation and rainwater goods;
- Water sewerage and gas services in road reserves;
- Pumped effluent disposal systems including, single and three phase general purpose pumps and submersible grinder pumps for sewage and associated equipment; and
- Plumbing and Gas inspections and condition reports as directed by the Principal.
- Services may also involve fault finding, and tracing activities associated with stormwater, wastewater, freshwater and gas installations.

(b) Licencing and Registration of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licences or certifications required to conduct the requirements of this Contract.

The Contractor shall be a member of the Plumbers Licencing Board of Western Australia for the duration of the Contract.

2.4.1.3 Electrical Maintenance Services

(a) Scope of Works

For the supply of Reactive and Planned Maintenance and may also include Minor and Capital Works for Principals buildings or any other work as directed by the Principal. The types of services will include, but not be limited to:

- Electrical General Planned Maintenance includes: mains switchboards, sub-main distribution switchboards, switchgear,

safety switches, float switches, fens, boiling water units, hot water systems, flush sensors, power and lighting equipment and installations, general electrical appliances and electric motors;

- General repair of electrical cabling, GPO's and light fitting;
- Electrical Legislative Planned Maintenance includes: exit and emergency lighting and smoke alarms;
- Repair and maintenance of electrical and/or mechanical services switchboards;
- Electrical Floodlighting Installations includes: predominantly sports field lighting, car park lighting, column mounted floodlighting and bollard type path lighting;
- Electric Pump maintenance;
- Safety maintenance and testing of ELCB's, appliances, earthing and circuit testing;
- Testing and tagging of portable equipment;
- Minor alteration and re-location of GPO's and light fittings;
- Repairs and maintenance to training lights, floodlights and park lights;
- Minor new electrical installation work;
- Electrical inspection and condition reports as directed by the Principal;
- Excludes fire hydrant and sprinkler pumps.

(b) Registration or Licencing of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licenses or certifications required to conduct the requirements of this Contract.

The Contractor as a minimum must hold current Licences, registrations and or certifications for:

- Electrical Contractors Licence;
- Electrical Workers Licence;
- Australian Communications Licence.

2.4.1.4 Mechanical Services

(a) Scope of Works

For the provision of mechanical services to various plant and machinery as and when required by the Principal. The types of services required from time to time include, but not limited to:

- Air conditioning work to light and heavy vehicles;
- Auto-electrical services
- Body building;
- Diesel fitting;
- Heavy and light vehicle servicing and work; and
- Tyre fitting (heavy and light vehicles).

(b) Registration or Licencing of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licenses or certifications required to conduct the requirements of this Contract, as issued by the Motor Vehicle Industry Board

2.4.1.5 Painting and Decorating Services

(a) Scope of Works

For the supply of painting and decorating services that may include Minor and Capital Works for the Principals buildings or any other works as directed by the Principal. The types of services will include, but not be limited to:

- General painting to buildings including both exterior and interior surfaces;
- Painting of street furniture;
- Painting of reserve furniture;
- Painting of playground equipment;
- Treatment of lead paint hazards;
- Graffiti removal;
- Application of protective coatings;
- Plastering repairs and patching;

- Application of texture based finishes;
- Erection of restricted height scaffolding; and
- Removal and replacement of doors, door and window furniture and other preparatory works associated with painting services.

(b) Registration or Licencing of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licenses or certifications required to conduct the requirements of this Contract.

The Contractor shall be a member of the Painters Registration Board of Western Australia for the duration of this Contract.

2.4.1.6 Carpentry

(a) Scope of Works

For the supply, installation and maintenance of various woodworking requirements as directed by the Principal. The types of carpentry needs will include, but not be limited to:

- Doors and Skirtings;
- Cabinets;
- Decking; and
- Roofing installation and repairs.

(b) Registration or Licencing of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licenses or certifications required to conduct the requirements of this Contract.

2.4.1.7 Concreting

(a) Scope of Works

For the supply, delivery and formworks for residential and commercial buildings as directed by the Principal. The concreting requirements will include, but not be limited to:

- Slabs and foundations;
- Driveways;
- Pathways;
- Retaining Walls;

- Landscape Design; and
- Supply and delivery of precast concrete items.

(b) Registration Or Licencing of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licenses or certifications required to conduct the requirements of this Contract.

2.4.1.8 Glazing Services

(a) Scope Of Works

For the supply of Reactive and Planned Maintenance that may include Minor and Capital Works for the Principals buildings or any other works as directed by the Principal. The types of services will include, but will not be limited to:

- General glass replacement to buildings and bus shelters;
- Application of safety films for building windows;
- Glass auditing, identification and reporting;
- Mirrors;
- Louvre replacement;
- Glazed shower screens;
- Partition glazing; and
- Polycarbonate and acrylic sheet glazing.

(b) Registration Or Licencing of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licenses or certifications required to conduct the requirements of this Contract.

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2.4.2 Category B – Building Construction

(a) Scope of Works

For the design, supply and construction of permanent and temporary accommodation and sheds to the Principal, and the provision of building supplies.

Contractors may be required to provide a whole of cycle Service including, but not limited to:

- Architectural Design Services;
- Building Construction Services;
- Project Management Services; and
- Any other item applicable to a whole life cycle design and construct process.

(b) Principal Contractors

Contractors may be required to work with Contractors nominated by the Principal during the course of any Works. The Principal will provide details of any existing contracts it may have for any conflicting services. In the event these Principal supplied Contractors are unable to provide a service the Principal shall provide notification to the Contractor in writing.

(c) Licencing and Registration of Contractors

The Contractor, its employees and any subcontractors must hold all current Western Australian appropriate licences or certifications required to conduct the requirements of this Contract.

(d) Consultations

Consultation with the Principal, the Principals Council, the Principals community and any other organisations, individuals or community groups that may be identified throughout the duration of this Contract may be required from time to time.

(e) BCITF Levy

Where applicable the Contractor shall pay the training levy fee in accordance with the Building and Construction Industry Training Levy Collection Act 1990.

The Contractor shall lodge a certificate of proof with the Principal prior to commencement of Services.

2.4.3 Category C – Plant Hire

2.4.3.1 Heavy Plant and Equipment (Wet and Dry)

(a) General

The Services required under this part include the hire of heavy plant and equipment for wet and dry hire. The use of plant and equipment would be predominately for road works and construction activities, under the direction of the Principal.

The plant and equipment category areas that have been highlighted in this part include, but are not limited to:

- Access Equipment;
- Earthmoving Equipment;
- Compaction Equipment;
- Materials Handling; and
- Trucks, Vehicles and Trailers.

(b) Condition

All plant supplied under this Contract shall be in a serviceable condition and be free from defects and be supplied in a manner that the plant and equipment is able to be operated in a safe condition according to the manufacturers requirements.

Any plant and equipment provided by the Supplier that is not in a serviceable condition and free from defects, which the Principal shall determine at its sole discretion, shall be replaced by the Contractor at its own cost.

(c) Training

The Contractor should have the capability to provide an induction on the use of any plant and equipment provided prior to use if requested by the Principal.

(d) Delivery

Contractors may be required to deliver any plant and equipment hired by the Principal. The Contractor shall take responsibility of all hire equipment until delivery of the plant and equipment to the Principals site.

(e) Personnel

The Contractor must ensure that all personnel have relevant valid licences and training to operate any plant.

In the event that any personnel are found to not hold a valid licence to operate any plant the Principal may in its sole discretion remove that person from performing any duties under this Contract. The Contractor shall be responsible for replacing any personnel in this regard.

Personnel performing the Services under this Contract shall wear suitable clothing and personal protective equipment meeting the following minimum requirements:

- Long sleeve shirt, long trousers or long shorts;
- Steel toe-capped footwear;
- A high visibility garment/vest;
- Safety glasses (if airborne dust is apparent in the vicinity); and
- Wide brimmed hat.

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

(f) Site Facilities

The Contractor shall be responsible for the provision of all normal facilities for the proper performance of the work under the contract, including, but not limited to:

- Access to site;
- Storage areas;
- Water, light and power supplies;
- Sanitary conveniences;
- Statutory amenities for drinking water, messing and changing;
- Storage of tools;
- First aid and safety measures; and
- Any additional facilities required.

2.4.3.2 Light Plant and Equipment (Dry Hire)

(a) General

The Services required under this part include the hire of light plant and equipment for dry hire.

The Plant and Equipment category areas that have been highlighted in this part include, but are not limited to:

- Light Earthmoving Equipment (eg. Mini Loaders);
- Compaction;
- Materials Handling;
- Traffic Management;
- Site Accommodation;
- Lighting;
- Ladders and Scaffold;
- Welding;
- Generators and Power Distribution;
- Tools and Equipment and Industrial Tools and Equipment;
- Floor and Cleaning/Sweeping Equipment;
- Pumps and Fluid Management;
- Landscaping;
- Air and Air Accessories; and
- Concrete and Masonry.

(b) Condition

All plant supplied under this Contract shall be in a serviceable condition and be free from defects and be supplied in a manner that the plant and equipment is able to be operated in a safe condition according to the Manufacturers requirements.

Any plant and equipment provided by the supplier that is not in a serviceable condition and free from defects, which the Principal shall determine at its sole discretion, shall be replaced by the supplier at its own cost.

(c) Training

The Contractor should have the capability to provide an induction on the use of any plant and equipment provided prior to use if requested by the Principal.

(d) Delivery

Contractors may be required to deliver any plant and equipment hired by the Principal. The Contractor shall take responsibility of all hire equipment until delivery of the plant and equipment to the Principals site.

2.4.4 Category D – Landscaping and Horticultural Services

(a) Scope of Works

For the supply of landscaping and horticultural services to the Principal as required. The following service categories required are:

- Lawn/Garden Maintenance, including, but not limited to:
  - Mowing and edging;
  - Fertilising;
  - Weed eradication;
  - Soil preparation;
  - Mulching;
  - Pest/disease control;
  - Supply and installation of turf;
  - Hedge pruning; and
  - Re-planting.
- Tree Maintenance, including, but not limited to:
  - Pruning;
  - Stump grinding;
  - Mulching; and
  - Planting (new and replacement).
- Irrigation Systems installation and maintenance, including:
  - Design and installation or irrigation systems;

- Inspection and testing of bores, pumps and electrics (if required); and
- Conduct repairs to reticulation and associated irrigation systems.

(b) Plant and Equipment

Contractors must ensure that all plant and equipment utilised in the performance of the Contract are maintained in a serviceable condition and be free from defects and be supplied in a manner that the plant and equipment is able to be operated in a safe condition according to the manufacturers requirements.

(c) Personnel

The Contractor must ensure that all personnel have relevant valid licences and training to operate any plant required to perform the Services.

In the event that any personnel are found to not hold a valid licence to operate any plant the Principal may in its sole discretion remove that person from performing any duties under this Contract. The Contractor shall be responsible for replacing any personnel in this regard.

Personnel performing the Services under this Contract shall wear suitable clothing and personal protective equipment meeting the following minimum requirements:

- Long sleeve shirt, long trousers or long shorts;
- Steel toe-capped footwear;
- A high visibility garment/vest;
- Safety glasses (if airborne dust is apparent in the vicinity); and
- Wide brimmed hat.

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

2.5 Quotations

The Principal has the option to engage Contractors on an hourly rate as per the submitted price schedules, alternatively the Principal may in some instances operate via a quotation system; this being the case the Principal will generally seek quotations from one or a number

of panellists in the form of a written communication. A full set of requirements, schedules and specifications for each engagement will be provided to the nominated panellists.

Where possible the Principal shall aggregate any required Works to enable Contractors and the Principal manage workloads and budgets.

All quotations and estimates shall include allowances for labour, parts, contractors mark up, removal of all rubbish and redundant parts from site, any scrap or trade in value of redundant parts, any overtime considered necessary and any GST applicable.

The following method shall be utilised by the Principal when determining Contractors suitability to perform the required Services:

- The Principals Service Requirement;
- The Contractors Availability; and
- The Contractors Fee.

2.6 Reporting

Contractors may be required to provide reports in the form of an electronic file, within time frames and subject to conditions as dictated by the Principal for, but not limited to, the following information:

- Maintenance Schedule Reports;
- Fault Finding Reports; and
- Inspection and Servicing Reports.

The Principal may check reports, make additional inspections, and report on any matters arising from the Contractors reports.

2.7 Contractors Employees

As far as practical the Contractor shall use the same personnel for all work at the site.

The Contractor shall at all times maintain work practices, procedures and standards to ensure the safety of its employees and full compliance with all Commonwealth and State statutory requirements.

The Contractor and all personnel must be experienced and competent operators. The Principal has the right to reject any Contractors personnel without cause.

All persons shall use all appropriate personnel safety equipment required for each task.

2.8 Acts and Regulations

The Contractor shall comply with Principals Policy and guidelines and including all relevant Commonwealth and State laws.

Contractor's service personnel and subcontractors may be required to attend a Principals Safety Induction Training Program or similar approved Training program.

2.9 Australian Standards

All work relative to this Specification and the equipment supplied shall where applicable be carried out to the requirements of all relevant current Australian Standards. Where an Australian Standard has been referenced within this Request and is not the latest issue, the latest Australian Standard shall apply.

2.10 Equipment Alteration/Modifications

Where equipment is removed, modified or altered the Contractor shall upgrade all current records.

The Contractor shall provide in writing to the Principal's Representative, any alternation to the maintenance procedures required to meet the manufacturer's recommendations.

The Contractor shall provide in writing any additional items that the Contractor believes desirable, where equipment is removed, modified, or exchanged as a result of repair, and/or modification works undertaken.

2.11 Site Facilities

The Contractor shall be responsible for the provision of all normal facilities for the proper performance of the work under the contract including but not limited to:

- Access to site;
- Storage areas;
- Water, light and power supplies;
- Sanitary conveniences;
- Statutory amenities for drinking water, messing and changing;
- Storage of tools;
- First aid and safety measures; and
- Any additional facilities required.

2.12 Emergency Repairs/Maintenance

Emergency repairs/maintenance requested by the Principal shall be performed as soon as practicable; the Contractor shall visit the site and determine the cause of any breakdown in services.

The Contractor shall immediately take the minimum action necessary to leave the services in a safe condition. The cost of such action shall be charged at scheduled rates.

2.13 Cleaning

The Contractor shall during the work on site, at the end of each stage in the work remove from the site all rubbish and redundant equipment unless otherwise agreed. At all times the Contractor shall leave the site in a clean and safe condition even if works have not been completed.

2.14 Identification Labels

The Principal may require that an identification label be affixed to all plant and thereafter as new, and/or, replacement appliances are installed.

- The Contractor on each appliance in such a position as to be readily visible shall affix “Labels” by servicing personnel, without affecting aesthetics;
- The labels will be self-adhesive naturally anodised aluminium material. The Principal may supply labels;
- The Principal may provide in writing, advice of plant numbers where the plant has become redundant.

2.15 Chemicals

Contractors may be required to submit a schedule of chemicals that may be used under this Contract, for the Principals approval.

Principals may require access to Materials Safety Data Sheets (MSDS) from time to time.

2.16 Nature and Quantity of Work

The Principal does not give any assurance as to the nature or quantity of work that could be allocated.

2.17 Publicity

The Contractor must not make any public statements or releases to the media concerning the Works without the prior written approval of the Principal.

2.18 Record Keeping Requirements

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 held in 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.

2.19 Marketing

The Contractor must not reproduce, in whole or part any materials or logos, without the express written permission of the Principal.

2.20 Duration of Contract

This Contract will be for a period of (3) three years. A further (2) two years Principal options are available at the sole discretion of the Principal. The Principal options may be for a fixed term, or a succession of multiple terms.

In the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

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3 General Conditions of Contract

Refer to Attachment 1

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