**INVITATION TO TENDER**

<table>
<thead>
<tr>
<th>Invitation to Tender:</th>
<th>Toodyay Recreation Precinct Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Number:</td>
<td>TEN 02 / 2020</td>
</tr>
<tr>
<td>Deadline:</td>
<td>2:00pm (AWST) Wednesday, 24 June 2020</td>
</tr>
</tbody>
</table>
| Lodgement:            | Tenders can only be lodged using the Tenderlink E-Tendering website:  
                          www.tenderlink.com/toodyay  
                          Hard copy, email and facsimile tenders WILL NOT be accepted. |
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1. INTRODUCTION

Council is seeking proposals for operators of the newly constructed Toodyay Recreation Precinct (Precinct). This request for proposal document (RFT) provides information in general terms, providing flexibility in response to demonstrate how each management component will be achieved and at what cost / return to Council. This RFT is not an undertaking or contractual offer by the Council to receive the services set out herein.

Council is seeking to appoint a suitably qualified organisation to manage operations of the Precinct in its entirety or in part, in order to provide a range of recreation opportunities that derive the greatest benefit to both Council and the wider community.

This multi-million dollar construction of the Precinct will deliver an aquatic precinct, six tennis court, multi use basketball/netball courts, playing field for hockey, rugby and soccer, function spaces, meeting spaces and café, all integrating with the heritage aspects of the new state of the art Precinct.

The successful organisation will:

- Manage the Precinct in its entirety or in part.
- Provide all necessary staff with appropriate qualifications.
- Attract new users, programs and activities to the Precinct including national and / or international events.
- Facilitate the integration of community recreation opportunities for all.
- Promote the Precinct and its events and activities.
- Maximise use of the Precinct by coordinating and making all bookings.
- Liaise with Council with regards fee structures.
- Manage all maintenance of the Precinct in accordance with the executed contract, all relevant standards and all legislative requirements.
- Provide time and space to the Toodyay District School.

2. OVERVIEW

The Shire of Toodyay is one of Western Australia’s most vibrant, diverse, productive local government areas and is a favourite tourist destination. New quality residential developments, offer a range of lifestyles. The Shire currently has a population of approximately 4,500 residents.

Our Shire’s business community is both innovative and collaborative and actively works to add value to the local economy. Our Shire is home to a large and growing health care and aged care sector. We are also well connected to key transport routes and freight infrastructure, including the passenger rail line.

The Shire is catered for in terms of schools, medical services and local community facilities including libraries and community Precincts and established active community sporting groups. The new Recreation Precinct is located adjacent to the District School.

3. DEFINITIONS

**Attachments** means the documents you attach as part of your Tender.

**Australian Standard (AS)** refers to the latest revision, including any applicable amendments, of the quoted standard document.

**Conflict of Interest** means a proponent must in its proposal disclose any actual or potential conflict of
interest regarding the consideration of their response or performance of the Contract. The Proponent must set out a strategy to avoid any conflict of interest.

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 Consultant.

Contractor means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.

Deadline means the deadline for lodgement of your Tender; as shown on the front page of this Request.


RFT (Request for Tender) means this document and is not an undertaking or contractual offer by the Principal to receive the services.

Offer means your offer to be selected to supply the Requirements.

Principal means the Local Government known as the Shire of Toodyay.

Requirements means the goods and/or services requested by the Principal.

Selection Criteria means the criteria used by the Principal in evaluating your Tender.

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

Tender means the Completed Offer form, response to the Selection Criteria and Attachments.

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

Tender Period means the time between advertising the Request and the Deadline.

Works or Services both mean the Requirements, services, or the whole of the work to be carried out and completed under the Contract including variations.

4. STRATEGIC CONTEXT

The redevelopment of the Recreation Precinct is a jointly funded project between the Shire of Toodyay, Federal and State Governments, Lotterywest, Bendigo Bank and the Swimming Pool Action committee the building process commenced, with an expected completion date in August 2020. The newly constructed facility is considered to be an important, long-term strategic community asset which will continue to provide important community benefits focused on positive physical and psychological wellbeing for the whole Toodyay community. The Precinct is a purpose built facility that consists of:

- Aquatic Facility
- 25m, 8 lap swimming pool
- Children’s Lagoon pool
- Tennis Courts
- Multi function Netball and Basketball Courts
- Sporting Field
- Change room areas
- Function Room
- Office areas
- Reception areas
- Café / kiosk areas
- Store rooms
5. MANAGEMENT MODEL

(a) The Shire of Toodyay is seeking Proposals from suitably qualified and experienced organisations to manage the Precinct.

(b) Council is seeking to apply a Contract Management Model and enter into a contract with a suitably qualified facility management organisation (Manager) to manage the Precinct for a fixed period of time, which may be through a Management Agreement (Agreement). The Agreement will be for a period of 2 + 2 years (subject to KPIs being met). It is proposed that the Manager will be responsible for rent, operating expenses and maintenance of the Precinct. In considering a preferred or short listed contractor, the applicant will be expected to:

(i) Have relevant experience in managing and promoting a facility of the size and scale of the new Precinct in order to maximise use and benefits to the community and Council.

(ii) Introduce systems and processes, monitoring and reporting processes and comply with relevant legislation including OHS to manage all components of the Precinct efficiently.

(iii) Identify the means of mitigating financial risk to Council through contractual arrangements or by operating the facility at no cost to Council or on a profit share basis.

(iv) Demonstrate a high level knowledge and understanding of the sector; have key industry knowledge regarding recreation trends, possess contacts within a variety of sport and recreation organisations to attract activity to the Precinct and proven experience in delivering a high level of customer service.

(v) Manage the activities undertaken in the all or part of the areas of the Precinct.

(vi) Proposed period of occupation being for 2 years with a potential for renewal options subject to agreed performance criteria.

6. MANAGEMENT REQUIREMENTS

Proposals should include the following details and outline how your organisation will go about undertaking the management of the Precinct, having particular regard to the following:

(a) Proposed Management Structure

Proposed management structure and allocation of management and financial responsibility for various aspects of the facility including but not limited to:

- Facility insurances;
- General maintenance arrangements for building, fixtures, fittings and equipment;
- Capital improvements to the facility including fit-out of the Café and function room kitchen (if applicable to support your response);
- Utilities – electricity, gas, water;
- General outgoings and operating costs;
- Cleaning;
- Staff;
- Waste management fixture and fittings;
- Crèche (optional);
- Gymnasium (optional);
(b) Proposed reporting frequency and content to Council on the operations, performance and the Centre’s activities.

(c) Proposed contract agreement including performance based arrangements.

(d) Proposed financial arrangement and benefit to the Shire of Toodyay.

(e) Proposed intra-state, national and international events and activities that could be attracted to the facility.

(f) Provision of an entry plan which indicates how the contractor will take over responsibility for the Precinct.

(g) The facility shall be used for the relocation of essential Council services should there be a significant disaster or emergency. The Precinct has been designed to accommodate this service to the community.

7. MANAGEMENT EXPERIENCE

Respondents are required to demonstrate the following minimum requirements:

(a) Knowledge:

   (i) Experience managing services and facilities of a similar type and scope (including if all people proposed to be employed at the Precinct).

   (ii) Demonstrated knowledge of the role of local government in providing services to the community.

(b) Standards:

   (i) Demonstrated adherence to Australian Standards and accepted codes of practice.

   (ii) Appropriate Management Systems including Work Health & Safety, Quality and Environmental.

(c) Insurances:

   (i) Professional Indemnity to 20 million dollars.

   (ii) Public Liability to 20 million dollars.

Short-list respondents may be required to make a presentation in support of their submission to the selection panel.

8. INVITATION TO TENDER DETAILS

8.1 How to Prepare Your Response

(a) Carefully read all parts of this document;

(b) Ensure you understand the requirements;

(c) Make sure you have signed the Offer form and responded to all of the selection criteria; and
(d) Lodge your tender before the deadline.

8.2 Contact Persons

All requests for clarification should be lodged through the E-Tendering portal.

For general enquiries other than requests for clarification: Merridith Lamb on (08) 9574 9300 or by email: records@toodyay.wa.gov.au

8.3 Site Inspection

A mandatory site inspection will be held on:

Date: Wednesday 27 May 2020
Time: 10:00am
Where: Drummond Street, Toodyay
RSVP Contact: Email: cco@toodyay.wa.gov.au Phone: (08) 9574 9306

9. EVALUATION PROCESS AND SELECTION CRITERIA

9.1 Evaluation Process

(a) It is the Principal's policy to award contracts to organisations whose Tenders are assessed as offering the best value for money outcome for the Shire of Toodyay.

(b) The Principal is not bound to accept the lowest or any Tender or any part of a Tender. The Principal may also accept more than one Tenders.

(c) Tenders will be assessed for compliance with the requirements of the Conditions of Tender and any Contract requirements, including requirements detailed in the Specification or in the Tender Schedule.

(d) The Principal will form an evaluation panel which will use a point scoring system with scores being awarded for each selection criteria and sub-criteria. Each criteria is weighted to reflect its relative importance. Weighted scores are then summed to yield the total score.
9.2 Qualitative Criteria

(a) The criteria on which submitted tenders will be assessed, the maximum weighted score for each criteria and the scoring methodology is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Weight (%)</th>
<th>Scoring Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Capability</td>
<td>25</td>
<td>• Manage the Precinct independently of Council.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Relevant skills of the respondent and those who will be involved in managing the Precinct.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• The financial position and financial stability of the respondent.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Work Health &amp; Safety Management Plan/Policy/System.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Quality Management Policy/System.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Environmental Management Policy/System.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Public liability and professional indemnity insurances.</td>
</tr>
<tr>
<td>2</td>
<td>Experience / Performance</td>
<td>25</td>
<td>• Demonstrated ability to manage similar sized facilities.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Demonstrated ability to maintain the facility in a sound and safe state of repair.</td>
</tr>
<tr>
<td>3</td>
<td>Service Provision and Innovation</td>
<td>25</td>
<td>• Provide a community focussed place for local residents to undertake leisure, recreation and social activity.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• A commitment to continue existing programs and retain existing user groups, including an ability to provide a diverse range of activities and services.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Provide access to facilities to the Toodyay District School</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Offer and embrace a diverse, inclusive and creative range of sport, recreation, community and leisure programs to meet the needs of the Toodyay community and its visitors.</td>
</tr>
<tr>
<td>4</td>
<td>Tendered price</td>
<td>25</td>
<td>A score out of 25 will be assigned to each submission based on the best value for money offer by the Tenderer.</td>
</tr>
</tbody>
</table>

(b) Assessment will be substantially based on information supplied by the Tenderers. To enable a proper assessment to be made, it is essential that submissions contain all relevant information in an accurate and concise format. Poorly presented, or inadequate information, may result in the tender being unsuccessful. Tenderers must ensure that submissions are able to be assessed on a stand-alone basis, and should not rely on information supplied to the Principal in any previous tender.

9.3 Tendered Rates and Prices

(a) It is the intention in this Tender to accept the Offer that represents the best value for money. The lowest or any tender will not necessarily be accepted.

(b) For the purposes of completing the Price Schedule, the Tenderer is required to insert the GST exclusive amount for each Item. In addition, the Tenderer is required to insert the amount of GST estimated to be payable by the Tenderer. In this clause, “GST” has the same meaning as set out in the contract.
10. CONDITIONS OF TENDERING

10.1 Lodgement of Tenders

(a) The Tender must be lodged by the Deadline.

Date: Wednesday 24 June 2020
Time: 2.00pm WST

(b) The Tender is to be lodged electronically by utilising the Tenderlink E-Tendering portal - www.tenderlink.com/Toodyay

(c) Tenderers must ensure that all electronic submission files are clearly named with the:

(i) Principal's RFT Number; and
(ii) Tenderer's Name

(d) The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat.

(e) Any brochures, pamphlets or other supporting documentation shall be included, either in the same file or a separate file. If in a separate file, such documentation shall be fully cross referenced to the appropriate section of the submission.

(f) All pages shall be numbered consecutively and the Tender shall include an accurate index.

(g) Where Tenderers lodge more than one (1) submission, the RFT documents and electronic files shall be clearly labelled and named to identify whether the submission:

(i) supersedes a previously lodged tender;
(ii) is an Alternative; or
(iii) is additional to a previously lodged tender.

(h) Signatures are not required on tenders lodged electronically and submissions will be treated in accordance with the Electronic Transactions Act 2003 (WA). However, Tenderers have the option of using an electronic signature or including a scanned, signed copy of the Offer Form as part of their electronic submission.

(i) Ensure you understand the requirements.

(j) Email Tenders, Tenders submitted by facsimile or in any method other than through the E-Tendering portal **WILL NOT** be accepted.

10.2 Rejection of Tenders

A Tender shall be rejected without consideration of its merits in the event that:

(a) The Tender is not submitted at the time and at the place specified in the Request; or

(b) The Tenderer does not submit an Offer form which has been completed and signed together with the required Attachments; or

(c) The Tender fails to comply with any other requirements of the Request.
10.3 Late Tenders

Tenders received after the Deadline will not be accepted for evaluation.

10.4 Acceptance of Tenders

(a) Unless otherwise stated in this Invitation, Tenders may be for all or part of the Requirements and may be accepted by the Shire either wholly or in part. The Shire is not bound to accept the lowest Tender and may reject any or all Tenders submitted. The Principal will accept a Tender judged by the Principal as best suited to the interests of the Principal.

(b) All Tenders will be given notification of the name of the successful Tenderer(s), the price accepted and the reason/s for being unsuccessful or advising that no Tender was accepted.

10.5 Alternative Tenders

(a) All Alternative Tenders shall be accompanied by a conforming Tender.

(b) Alternative Tenders are only evaluated after all conforming Tenders have been evaluated.

(c) Tenders submitted as Alternative Tenders including those made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked “ALTERNATIVE TENDER”.

(d) Any printed “General Conditions or Special 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.

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

(f) If the Tender is marked as an Alternative Tender, any printed “General Conditions of Contract” shown on the reverse of a Tenderer’s letter or quotation form will not be binding on the Shire in the event of a Contract being awarded.

10.6 Tender Validity Period

A tender is binding on the Tenderer and open for acceptance by the Principal for a period of six (6) calendar months after the tenders closing date, or such other period as may be mutually agreed in writing between the Tenderer and the Principal.

10.7 Respondents to Inform Themselves

Tenderers shall be deemed to have:

(a) Examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;

(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 enquiries;

(c) Satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall 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 work described therein;
(d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer(s) 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.

10.8 Alterations

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

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

10.9 Ownership of Tenders

All documents, material, articles and information submitted by the Tenderer as part of or in support of a Tender 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.

10.10 Canvassing of Councillors

If a Tenderer, whether personally or by an agent, canvasses any Shire Councillor (as the case may be) with a view to influencing the acceptance of any Tender made, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tender from consideration.

10.11 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.

10.12 Tender Opening

(a) All Tenderers and members of the public may attend or be represented at the opening of Tenders.

(b) All Tenders will be opened at the Shire of Toodyay’s Administration Office, following the advertised Deadline. No discussions will be entered into between Tenderers and the Principal’s Officers concerning Tenders submitted.

(c) The Tender opening will be held at:

Where: Shire of Toodyay Administration Centre
15 Fiennes Street Toodyay
Date: Wednesday, 24 June 2020
Time: 2.15pm WST

Note: This is a viewing of the opening of the Tenders only and Tender documents and prices will not be made available.
10.13 In House Tenders

The Shire of Toodyay does not intend to submit an in-house Tender.

11. APPENDIX A – Precinct Plan

The attached plans highlight the extent of management area forming part of this Request for Proposal:

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Title / Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A01.11 Rev AJPG Toodyay Recreational Precinct Development</td>
</tr>
<tr>
<td>2</td>
<td>CCN Masterplan 1</td>
</tr>
<tr>
<td>3</td>
<td>Masterplan 2</td>
</tr>
<tr>
<td>4</td>
<td>Clubhouse and Change Rooms</td>
</tr>
<tr>
<td>5</td>
<td>Clubhouse Plan</td>
</tr>
</tbody>
</table>
# GENERAL AND CORPORATE INFORMATION

The Tenderer shall complete and submit all sections of Part 3. Where an Item is not applicable, it should be marked N/A and an explanation provided, where appropriate, of why it is not applicable.

## 1. Organisation Profile and Referees

<table>
<thead>
<tr>
<th>Attach your organisation profile.</th>
<th>Attachment 1 □ Tick ✓ if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>If companies are involved, attach their current ASC company extracts search including latest annual return.</td>
<td>Attachment 2 □ Tick ✓ if attached</td>
</tr>
<tr>
<td>Attach details of your referees. You should give examples of work provided for your referees where possible.</td>
<td>Attachment 3 □ Tick ✓ if attached</td>
</tr>
</tbody>
</table>

## 2. Agents

<table>
<thead>
<tr>
<th>Are you acting as an agent for another party?</th>
<th>Yes □ No □</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, attach details (including name and address) of your principal,</td>
<td>Attachment 4 □ Tick ✓ if attached</td>
</tr>
</tbody>
</table>

## 3. Trusts

<table>
<thead>
<tr>
<th>Are you acting as a trustee of a trust?</th>
<th>Yes □ No □</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, in an attachment:</td>
<td>Attachment 5 □ Tick ✓ if attached</td>
</tr>
<tr>
<td>(a) give the name of the trust and include a copy of the trust deed (and any related documents); and</td>
<td></td>
</tr>
<tr>
<td>(b) if there is no trust deed, provide the names and addresses of beneficiaries.</td>
<td></td>
</tr>
</tbody>
</table>

## 4. Sub-Contractors

<table>
<thead>
<tr>
<th>Do you intend to subcontract any of the Requirements?</th>
<th>Yes □ No □</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed.</td>
<td>Attachment 6 □ Tick ✓ if attached</td>
</tr>
</tbody>
</table>

## 5. Conflicts of interest

<table>
<thead>
<tr>
<th>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 is any such conflict of interest likely to arise during the Contract?</th>
<th>Yes □ No □</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Attachment 7 □ Tick ✓ if attached</td>
</tr>
</tbody>
</table>
SECTION 2 – PLEASE COMPLETE

6. Financial Position

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you presently able to pay all your debts in full as and when they fall due?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Are you currently engaged in litigation as a result of which you may be liable for $50,000 or more?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Attach a financial profile for you and each of the other proposed contracting entities together with a list of financial referees.</td>
<td>Attachment 8 ☐</td>
<td>Tick ☑ if attached</td>
</tr>
</tbody>
</table>

7. Quality Assurance

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your organisation have this or any quality assurance or quality assurance systems?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position.</td>
<td>Attachment 9 ☐</td>
<td>Tick ☑ if attached</td>
</tr>
</tbody>
</table>

8. Insurance Coverage

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Insurer Broker</th>
<th>Policy Number</th>
<th>Value ($)</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Failure to provide details of insurance coverage in accordance with the specified insurance levels may eliminate the Tender from consideration at the Principal’s discretion.
RESPONSE TO SELECTION CRITERIA

1. Compliance Criteria

| Have you complied with the Specification contained in this Request? | Yes ☐ No ☐ |
| Have you complied with the Conditions of Tendering contained in this Request? | Yes ☐ No ☐ |
| Have you complied with and completed the price schedule? | Yes ☐ No ☐ |

2. Qualitative Criteria

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

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

3. Company Experience on Similar Projects

Describe your experience in completing similar projects. Tenderers shall as a minimum address the following information:

(a) Provide details of similar work.
(b) Provide scope of the Tenderer’s involvement including details of outcomes.

Attachment 11 ☐ Tick ✓ if attached

4. Program and Capacity to Deliver

(a) Demonstrate your ability to deliver the Works by providing a Gantt chart (or similar program) outlining each component of the Works.
(b) Provide information on your current commitments by completing Schedule 2 – Contractors Current Commitments.

Attachment 12 ☐ Tick ✓ if attached

PRICE INFORMATION AND SCHEDULES

A conforming tender must be submitted.

Alternative tenders may also be submitted if fully inclusive of all associated costs including design fees.
OFFER FORM

To: The Chief Executive Officer, Shire of Toodyay

Name: ___________________________________________________________

Address: ___________________________________________________________

ABN: ______________________ ACN: ______________________

Tel: ______________________ Fax: ______________________

E-Mail: ______________________ Web: ______________________

I/We agree that I am/We are bound by, and will comply with:

1. 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 Tendering contained in this Request signed and completed.

2. The Tendered price is valid up to ninety calendar days from the date of the Tender closing unless extended on mutual agreement between the Principal and the Tenderer in writing.

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

4. The Tendered consideration is as provided under the Price Schedule in the prescribed format and submitted with this Tender.

Dated this ______________________ day of ______________________ 2020

__________________________________________ ______________________
Signature of Authorised Signatory of Tenderer Witness Signature

__________________________________________ ______________________
Name of Authorised Signatory Name of Witness (PLEASE PRINT)
(PLEASE PRINT)

__________________________________________ ______________________
Position Position

__________________________________________ ______________________
Address Address
SAFETY AND WORK PRACTICE REQUIREMENTS

CONTRACTOR TO SIGN THIS FORM AND RETURN WITH TENDER SUBMISSION / DOCUMENT(S)

(a) All Contractors shall ensure that they, their plant, equipment and personnel comply with the Occupational Safety and Health Act 1984 and the Occupational Health Safety and Welfare Regulations of 1988.

(b) In addition all personnel shall comply with the safety standards of the Shire, especially with regard to safety footwear, high visibility vests and minimum standard of clothing for sun. All necessary safety equipment shall be provided by the Contractor.

(c) The Shire is committed to providing a safe and healthy workplace for staff, contractors and visitors. Accordingly, Council recognises its general duty of care obligations as an employer, under the relevant schedules of Occupational Safety and Health Act 1984, and as such requires that any person engaged by Council to perform work shall comply with any prescribed standards, rules and requirements to ensure that the risk of personal injury, plant or property damage or any other accidental loss or environment damage are so far as is practicable, diminished.

(d) The Contractor is required to comply with local site rules and regulations. This includes but is not limited to:

   (i) observing smoking regulations;
   (ii) the ban of use of illegal drugs, alcohol consumption or carrying of live ammunition or firearms on site;
   (iii) the ban of having accompanying children on site;
   (iv) observe housekeeping rules;
   (v) use and/or wear personal protective equipment as specified; and
   (vi) appropriate clothing for sun protection (long sleeve shirt with collar)

(e) As the Contractor engaged by Council, you will be informed about your obligations and you may be required to attend or receive induction training prior to commencement on site. (This may include information about first aid kit locations, Danger and Out of Service tag procedures or emergency evacuation information or location of fire-fighting equipment).

Tenderer: 

Signed: 

Dated: 
COUNCIL POLICY COMPLIANCE

CONTRACTOR TO SIGN THIS FORM AND RETURN WITH TENDER SUBMISSION / DOCUMENT(S)

(a) To comply with Council Policies, Contractors should be aware and receive a copy of Council’s Safety Handbook.

(b) Contractors will be required to provide proof of relevant insurance coverage or certificates of competency and contractors are required to report any injury, damage or loss to plant and property to the relevant council officer arranging the service.

(c) The Contractor shall at all times conform strictly to the provisions of all site regulations as issued. Breaches may jeopardise future work with council. You are urged to consider these issues and to ask questions if unsure.

Tenderer: _______________________________________

Signed: _______________________________________

Dated: _______________________________________

Tender 02 / 2020: Toodyay Recreation Precinct Management.