



Request for Quotation

Request for Quotation:	Plant 30 Indigenous Trees and install reticulation to irrigate all trees along the Cemetery boundary and along the divide between the old and new section of the cemetery.
Deadline:	4.00pm (WAST) Monday 14 December 2020
Address for Delivery:	<p><i>Request for quotation documents are available from: https://www.tenderlink.com/halls creek and SOHC Front Office.</i></p> <p><i>RFQ submissions must be lodged via the electronic tender box on the Tenderlink Portal at: https://www.tenderlink.com/halls creek or dropped in the tender box at the Shire of Halls Creek Front Office – 7 Thomas Street, Halls Creek..</i></p>
RFQ Number:	HRS2/2020



Request for Quotation

Table of Contents

Contents

1	Conditions of Responding.....	5
1.1	Contract Requirements in Brief.....	5
1.2	Definitions	5
1.3	Contact Persons	6
1.4	Briefing/Site Inspection	6
1.5	Selection Criteria	6
1.6	Qualitative Criteria.....	6
1.7	Value Considerations	7
1.7.1	Price Basis	7
1.8	Principal's Policies That May Affect Selection	7
1.9	Lodgement of Response and Delivery Method.....	8
	The Response must be lodged by the Deadline. The Deadline for this Request for Quote is <i>Monday 14 December 2020 at 4.00pm</i>	8
1.10	Acceptance of Responses	8
1.11	Response Validity Period	8
1.12	Precedence of documents	8
1.13	Alterations	8
1.14	Ownership of Responses.....	9
1.15	Canvassing of Officers.....	9
1.16	Identity of the Respondent.....	9
2	Specification	10
2.1	Scope of Work.....	10
2.2	Safe work practices	10
2.3	Other requirements	10
3	General Conditions of Contract.....	12
3.1	CONSTRUCTION OF CONTRACT	12
3.2	DEFINITIONS AND INTERPRETATION	12
3.3	GENERAL OBLIGATIONS	12
3.4	EMPLOYEES	13
3.5	TIME FOR COMPLETION.....	13
3.6	TERMINATION	13
3.7	ASSIGNMENT.....	13
3.8	PAYMENTS	14
3.9	EXPENSES	14

Table of Contents

3.10	GOOD AND SERVICES TAX.....	14
3.11	INDEMNITY.....	14
3.12	INSURANCE	15
3.13	ADDITIONAL WORK.....	15
3.14	COMPLIANCE WITH LEGISLATION.....	15
3.15	RELATIONSHIP	16
3.16	WAIVER	16
3.17	ENTIRE AGREEMENT	16
3.18	ENFORCEABILITY	16
3.19	NOTICES	16
3.20	ARBITRATION	17
3.21	CONFIDENTIALITY.....	17
3.22	CONTRACT PERIOD	17
3.23	PATENT RIGHTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS.....	17
3.24	PROGRESS CLAIM	18
3.25	SUPPLY OF SERVICES.....	18
3.26	CONTRACT TYPE.....	18
4	Respondent's Offer	19
4.1	Offer Form.....	19
4.2	Selection Criteria	20
4.2.1	Compliance Criteria	20
4.2.2	Qualitative Criteria.....	21
4.3	Price Information.....	23
4.3.1	Price Schedule	23

1 Conditions of Responding

1.1 Contract Requirements in Brief

Services to be included under this Contract include:

1. Plant 30 Indigenous trees to in-fill gaps along the perimeter of the cemetery and the line dividing the old and new sections of the cemetery.
2. Install protection barriers to protect the trees from animals during the time when they are still small.
3. Present a plan for approval for a subsurface reticulation system for the irrigation of the trees on the perimeter of the cemetery and the dividing line separating the old and new sections of the cemetery. Consideration to vandalism avoidance/protection is critical.
4. Install a subsurface reticulations system approved by the Principal, for the irrigation of all the trees on the perimeter of the cemetery and the centre line separating the old and new sections of the cemetery.

1.2 Definitions

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

Contractor:	Means the person or persons, corporation or corporations who's Response is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The Deadline shown on the front cover of this Request for lodgement of your Submission.
General Conditions of Contract:	Means the General Conditions of Contract <i>nominated</i> in Part 3.
Offer:	Your Offer to be selected to supply the Requirements.
Principal:	Shire of Halls Creek
Response:	Completed Offer, response to Selection Criteria and Attachments.
Requirement:	The Goods and/or Services requested by the Principal.
Request or RFQ or Request for Quotation:	This document.

1.3 Contact Persons

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

Name:	<i>Musa Mono</i>
Telephone:	<i>08 9168 6007 or mobile 0409 427 866</i>
Email:	dhrs@hcshire.wa.gov.au

1.4 Briefing/Site Inspection

A site visit or site inspection is mandatory.

A site visit will be conducted for interested Respondents/potential Respondents on Tuesday 1 December 2020 starting at 8.30am at the Halls Creek Cemetery. Respondents may confirm their interest in the site visit via email to the Director Health and Regulatory Services, email dhrs@hcshire.wa.gov.au.

1.5 Selection Criteria

The Contract will be awarded to a sole or panel of Respondents who best demonstrates the ability to provide quality products and or services at a competitive price. The quoted prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the principal.

The Principal has adopted the best value for money approach to this Request. This means that, although price is considered, the Response containing the lowest price will not necessarily be accepted, nor will the offer 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 response which provides all the information requested will be assessed as satisfactory.

The extent to which the respondent demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each response 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.

Compliance Criteria

These criteria are detailed within Part 4 of this document and will not be point scored. Each Response 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 Submission from consideration.

1.6 Qualitative Criteria

In determining the most advantageous Response, the Evaluation Panel will score each Response against the Qualitative Criteria as detailed within Part 4 of this document. Each criterion will be weighted to indicate the relative degree of

importance that the Principal places on the technical aspects of the services being purchased and the Indigenous business agenda.

Note: It is essential that Respondents address each Qualitative Criterion.

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 evaluation process or a low score.

1.7 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 Respondents to complete the Requirements and a number of factors will be considered including;

- a) The qualitative ranking of each Respondent; and
- b) The pricing submitted by each Respondents

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

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

1.7.1 Price Basis

All prices for Services offered under this Request are to be fixed for the term of the Contract. Quoted prices must include Goods and Services Tax (GST).

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

Prices may only be varied by negotiation in cases where the Principal varies or makes changes to the scope of the project.

1.8 Principal's Policies That May Affect Selection

The following policies may affect this selection:

1. SOHC Policy No. HR1 Occupational Safety and Health
2. SOHC Policy No. A18 – Indigenous Business Agenda
3. SOHC Policy No A7 – Disability Access and Inclusion
4. SOHC Policy A11 Procurement of Goods and Services
5. SOHC Policy A12 Procurement – Regional Price Preference

A copy of these policies are included in Appendix 1.

1.9 Lodgement of Response and Delivery Method

The Response must be lodged by the Deadline. The Deadline for this Request for Quote is **Monday 14 December 2020 at 4.00pm.**

The Response is to be:

- a) Lodged in full via the electronic tender box on the Tenderlink Portal at: <https://www.tenderlink.com/halls creek>.
- b) Lodged in a sealed envelope into the Tenderbox at the Shire of Halls Creek front office.
- c) Tenders submitted by other means will not be accepted.– LATE or PARTIAL RESPONSES WILL NOT BE ACCEPTED;
- d) Have all pages numbered consecutively
- e) Include the completed Offer Form and Price Schedule

Respondents must ensure that they have provided a signed copy of their Submission.

Rejection of Responses

A Response 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 at the place specified in the Request for Quotation; or
- c) it may be rejected if it fails to comply with any other requirements of the Request for Quote; or
- d) the Respondent does not submit an Offer form which has been completed and signed together with all the required Attachments.

1.10 Acceptance of Responses

Unless otherwise stated in this Request, Responses 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 Response and may reject any or all Responses submitted.

1.11 Response Validity Period

All Responses will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline.

1.12 Precedence of documents

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

1.13 Alterations

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

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

1.14 Ownership of Responses

All documents, materials, articles and information submitted by the Respondent as part of or in support of a Response shall become upon submission the absolute property of the Principal 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.

1.15 Canvassing of Officers

If a Respondent, whether personally or by agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Response, then regardless of such canvassing having any influence on the acceptance of such Submission, the Principal may at its discretion omit the Respondent from consideration.

1.16 Identity of the Respondent

The identity of the Respondent and Contractor is fundamental to the Principal. The Respondent shall be the person, persons, corporation or corporations named as the Respondent in Part 3 of this Request. Upon acceptance of the Response, the Respondent will become the Contractor.

2 Specification

The Shire of Halls Creek invites quotes from suitable qualified and experienced landscape contractors to provide the following at the Halls Creek Town Cemetery:

- plant approximately 30 indigenous trees, minimum 1m in height, on the perimeter of the cemetery and on the line of division between the old and the new sections of the cemetery. A
- Provide protection for the trees against animals,
- Present a reticulation plan for the irrigation of the trees, and
- install the accepted reticulation system for all the trees on the perimeter of the cemetery and on the line dividing the old and the new section of the cemetery. The perimeter of the cemetery is approximately 650 metres and the dividing line 150 metres, making a total length of approximately 800 metres, as measured through the Landgate interactive maps.

2.1 Scope of Work

- Plant indigenous trees to fill gaps where trees have died on the perimeter of the cemetery, and the line dividing the old and the new cemetery, estimated to be about 30 trees.
- Provide a barrier that will protect all immature (small) trees from animals until they are big enough to survive attack by the animals.
- Provide reticulation for the irrigation of all the trees on the perimeter of the cemetery and the line dividing the old and new sections of the cemetery, during the dry season.
- Demonstrate that the reticulation system proposed will not be damaged by the roots of the trees as they grow.
- Site works shall Commence on or before 6 weeks after the issue of a purchase order.
- The project shall be completed before the end of February 2021.

2.2 Safe work practices

The Contractor is to ensure that all work activities are undertaken in a safe and responsible manner in accordance with relevant legislative requirements; industry recognised standards and the Principal's Occupational Safety and Health Policy (SOHC Policy No. HR1 Occupational Safety and Health – refer Appendix 1)

The Contractor shall only allow its trained and competent operators to use equipment.

2.3 Other requirements

1. The contractor must be mindful that the Cemetery is a public space and therefore the site must be kept in a neat and tidy state.
2. The Contractor must also be mindful that funeral services may be conducted within the cemetery and Council wish no work to be undertaken

during these times. The Council's Senior Environmental Health Officer will advise in advance should such funeral services be planned.

3. Avoid damage to the seal of the car pack and the perimeter fence.

3 General Conditions of Contract

3.1 CONSTRUCTION OF CONTRACT

The Contract shall be governed by and construed according to the laws of the State of Western Australia and the parties hereby to submit to the exclusive jurisdiction of the courts of that State.

3.2 DEFINITIONS AND INTERPRETATION

In the Contract except where the context otherwise requires:

- 'Brief' means the document providing the written summary or outline of the Services required by the Principal;
- 'Contractor' means the person or the body whose Proposal is accepted by the Principal and includes its successors and assigns;
- 'Contract' means the agreement between the Principal and the Contractor for the provision of the Services;
- 'Letter of Engagement' means the letter from the Principal to the Contractor whereby the Contractor is engaged to provide the Services;
- 'Principal' means the Local Government of the Shire of Halls Creek;
- 'Principal's Representative' means the Officer nominated by and representing the Principal for the purposes of the Contract;
- 'Proposal' means the submission received from the Contractor in response to the Principal's request;
- 'Services' means the services, which the Contractor is required to provide to the Principal under the Contract.

Unless the context otherwise requires:

- Singular means the plural and vice versa;
- Any one Gender includes all Genders;
- Words in, or including capital letters shall have the same meaning as words in lower case letters;
- Monetary references are references to Australian currencies;
- Where two or more persons or bodies comprise the Contractor they shall be bound hereby joining and severally.

3.3 GENERAL OBLIGATIONS

The Contractor shall perform and carry out the Services at all times in a conscientious expeditious and workmanlike fashion. Where the Contractor is required to provide or utilize equipment such equipment shall be suitable for the Services and shall be maintained by the Contractor in good and proper working condition.

3.4 EMPLOYEES

The Contractor warrants that its employees and agents are competent and have all necessary skill training and qualifications to carry out the Services in accordance with this Contract.

The Principal may at any time by notice in writing to the Contractor require that the Contractor should cease to permit a particular person or persons employed by the Contractor to be engaged in carrying out the Services or any part thereof and the Contractor shall forthwith cease to employ any such person or persons in or about the performance of the Services and shall replace any such person or persons with such alternative person or persons as shall be suitably qualified and skilled to perform the Services and as shall be acceptable to the Principle.

3.5 TIME FOR COMPLETION

The Contractor shall complete the Services within any specified time frame negotiated by the Shire for nominated projects. The Contractor may apply in writing with fourteen days after the occurrence of any event not attributable to the act, neglect or default of the Contractor or its servants or agents for an extension of time, stating the reasons and on receipt thereof the Principal shall determine whether an extension of time shall be granted and shall advise the Contractor accordingly.

3.6 TERMINATION

Notwithstanding, anything herein contained to the contrary the Principal may determine the engagement of the Contractor at any time and without prior notice upon the happening of any one or more of the following events, namely:

- a) If the Contractor enters into a Deed of Arrangement or an order is made for it to be wound up;
- b) If a Receiver or Receiver / Manager is appointed for the Contractor;
- c) If the Contractor enters into voluntary administration;
- d) If the Contractor being a natural person, or if the Contractor being a partnership a partner therein becomes bankrupt or a party, as a debtor, to a Deed of Assignment, a Deed of Agreement or a Composition under Part X of the Bankruptcy Act 1966 (Commonwealth);
- e) If the Contractor or any of its employees or agents is guilty of any dishonesty, misconduct or neglect of duty or commits a breach of any of the terms or conditions of the Contract or refuses to comply with any reasonable instructions or directions given by the Principal's Representative.

3.7 ASSIGNMENT

The Contract shall not be assigned, transferred, sublet, subcontracted, mortgaged, charged, encumbered or dealt with in any way by either party without the prior written consent of the other party.

3.8 PAYMENTS

The Principal shall pay to the Contractor the consultancy/construction Fees specified in the Letter of Engagement at the time or times and in the manner set out in the Letter of Engagement.

Unless otherwise stated in the Contract the Contractor shall be entitled at intervals of not less than four weeks to receive payment less any authorised deductions for the value of work performed under the Contract as certified by the Principal's Representative.

3.9 EXPENSES

Unless otherwise provided for in the Contract the Principal shall not be liable to reimburse the Contractor for the amount of any expenses incurred by the Contractor in and about the performance of the Services, including without limitation travel expenses, accommodation and subsistence expenses. All such expenses of the Contractor shall be deemed to be included in the amount of the Project Fee specified in the Letter of Engagement.

3.10 GOOD AND SERVICES TAX

For the purposes of this clause:

- "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act;
- "GST Act" means a New Tax System (*Goods and Services Tax*) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxations Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia;
- "Supply", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.

The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under these conditions and the Letter of Engagement.

3.11 INDEMNITY

The Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal or employees, professional Contractors or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the sale or delivery of the Goods or the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.

Notwithstanding the preceding paragraph, the Contractor shall not be rendered liable for personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees,

professional Contractors or agents of the Principal nor for any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

3.12 INSURANCE

Without limiting its obligations and responsibilities, the contractor shall take out insurance for the entire contract period under the following headings:

a) Public Liability

A Public Liability Policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The Policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AUD\$10,000,000) in respect of Death, Property Damage and Bodily Injury.

b) Workers Compensation or Personal Accident Insurance Cover

The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Sub-contractor of the Contractor under the Workers Compensation and Injury Act 1981 or at Common Law.

c) Vehicle Cover

Third party damage minimum of \$20,000,000

The Contractor is to provide the Principal with certificates of currency and / or a copy of the Policy wording confirming as laid down within the tender document (if not mentioned, within seven (7) days) that the above insurance policies are in place for the entire contract period.

The Contractor at the discretion of the Principal may be required to provide the Principal with a Risk Management Plan relating to the Contract in accordance with AS / NZ 4360-2004 Risk Management.

3.13 ADDITIONAL WORK

If at the written request of the Principal the Contractor performs work additional to the Services, the Principal shall pay the Contractor in respect of such additional work at the rate provided for in the Letter of Engagement or if no such rate is specified then at the rate agreed between the Principal and the Contractor.

3.14 COMPLIANCE WITH LEGISLATION

For as long as the Contractor shall continue to perform the Services hereunder the Contractor shall at all times at his/her own cost and expense observe,

perform and comply with all Acts of both Federal and State Parliaments and all regulations, local laws, ordinances or orders made thereunder and the lawful requirements of any public municipal or other authority so far as the same may affect or apply to the Contractor or the Services and the Contractor shall indemnify and keep indemnified the Principal from and against all actions, suits, costs, charges, claims and demands in respect thereof.

With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the work to be done in the performance of the Services.

3.15 RELATIONSHIP

Nothing herein contained or implied shall constitute the relationship of partnership or employment or agency between the Contractor and the Principal and it is the express intention of the parties hereto that any such relationships are denied.

3.16 WAIVER

No right of the Principal hereunder shall be deemed to be waived unless such waiver is in writing signed by the Principal.

A waiver by a party hereto shall not prejudice the rights of that party in respect of any subsequent breach of these conditions by the other party.

Any failure by a party to enforce any provision of the Contract or any forbearance delay or indulgence granted by a party to the other shall not be construed as a waiver of the first mentioned party's rights under these conditions.

3.17 ENTIRE AGREEMENT

The Contract including the Letter of Engagement constitutes the entire agreement between the parties for the provisions of the Services by the Contractor. Any prior arrangements, agreements, representations or undertakings are superseded and any modification or alteration of any provision of the Contract will not be valid unless made in writing and signed by the parties hereto.

3.18 ENFORCEABILITY

If any provision of the Contract should be held invalid, unenforceable or illegal for any reason, the Contract shall remain otherwise in full force apart from such provision, which shall be deemed, deleted.

3.19 NOTICES

Any notices or other communication under the Contract given by either party shall be in writing and shall be delivered by hand, by registered mail or by facsimile to the addresses of the other party as stated in the Contract.

3.20 ARBITRATION

Any dispute arising in connection with the Contract, which cannot be settled by negotiation between the parties, shall be submitted to arbitration in accordance with the Commercial Arbitration Act 1985.

3.21 CONFIDENTIALITY

The Contractor shall treat as confidential all information disclosed or made known to the Contractor or acquired or developed by the Contractor during the course of or for the purposes of the Contract ("the confidential information").

Without limiting the generality of the preceding subclause, the confidential information includes computer programs, client lists, the Principal's methods of operation and details of clientele and potential clientele of the Principal.

Immediately upon the completion of the Services or the prior termination of the Contract the Contractor shall deliver to the Principal all documents and materials relating to the confidential information which are then in the Contractor's possession.

Without limiting the generality of the foregoing, the Contractor shall not use or disclose or authorize the use of disclosure of the confidential information to any person or company without the prior consent in writing of the Principal.

The Contractor shall not be obliged to treat information as confidential in the following circumstances:

- a) Where it would be unconscionable to require the Contractor to treat such information confidentially as the term "unconscionable" is defined in the section 52A of the Trade Practices Act 1974; and
- b) Where it would be an invalid restraint of trade under the law of the State of Western Australia to require the Contractor to treat such information confidentially.

The operation of this clause shall survive the completion or termination of the Contract.

3.22 CONTRACT PERIOD

The Contract shall be in force for the period of **six months as evidenced from date of Letter of Acceptance.**

3.23 PATENT RIGHTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

All information produced or developed by the Contractor or under the direction of the Contractor in the course of performing the Contract shall become the sole and complete property of the Principal, whether such property is tangible or is in the nature of industrial or intellectual property rights (including copyright and rights of confidential information).

The Contractor shall not use the said information otherwise than for the performance of the Contract, without the prior written approval of the Principal.

The Contractor warrants that neither the Goods or Services, nor any design, documents or methods of working provided by the Contractor will infringe any patent, registered design, trademark or name, copyright or other protected right

and shall indemnify the Principal against any action, suit, claim, demand, loss, proceeding, liability, cost or expense resulting from any alleged infringement.

3.24 PROGRESS CLAIM

The Contractor shall submit progress claims and present to the Officer at intervals of not less than one month. Such progress claims shall include details of all Services provided including:

- Order reference numbers;
- Details of all Services completed;
- Details of hours worked;
- A signed statement verifying that the hours claimed was actually spent on work ordered by the Officer.

3.25 SUPPLY OF SERVICES

Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements solely from the Contractor/s nor shall be taken to confer any exclusive right upon the Contractor to provide the service to the Principal. The Principal shall be free at all times to obtain the services or any part of them from any other source provider except for services the subject of an existing Order to the Contractor.

3.26 CONTRACT TYPE

The Contract shall be a schedule of rates Contract and Prices shall be fixed for the Term of the Contract.

4 Respondent's Offer

4.1 Offer Form

The Chief Executive Officer
Shire of Halls Creek
7 Thomas Street
HALLS CREEK WA6770

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Quotation (RFQ) HRS2/2020 – Beautification of the Halls Creek Cemetery:

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 contained in this Request signed and completed.

The responded price is valid up to ninety (90) calendar days from the date of the RFQ closing.

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

The consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this RFQ.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Respondent: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

4.2 Selection Criteria

4.2.1 Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFQ including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
<p>b) Risk Assessment</p> <p>Respondents must address the following information in an attachment and label it "Risk Assessment":</p> <ul style="list-style-type: none"> i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i> ii <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i> iii) <i>Provide the organisations directors/company owners and any other positions held with other organisations.</i> iv) <i>Provide a summary of the number of years your organisation has been in business.</i> v) <i>Attach details of at least two referees. You should give examples of work provided for your referees where possible.</i> vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i> vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i> viii) <i>Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i> ix) <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? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in</i> 	Yes / No

Part 4 COMPLETE AND RETURN THIS PART

<p><i>which any conflict will be dealt with.</i></p> <p>x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i></p> <p>xi) <i>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i></p> <p>The insurance requirements for this Request for Quotation are stipulated in Part 3 of the RFQ. Respondents are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If a Respondent holds "umbrella Insurance", please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.</p>	<p>Yes / No</p>
--	-----------------

4.2.2 Qualitative Criteria

Before responding to the following Qualitative Criteria, Respondents must note the following:

- All information relevant to your answers to each criterion are to be contained within your Response.
- Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience.
- Respondents are to provide full details for any claims, statements or examples used to address the Qualitative Criteria, and
- Respondents are to address each issue outlined within a Qualitative Criterion.

<p>A. Relevant Experience</p> <p>Describe your experience in completing similar Requirements. Respondents must, as a minimum, address the following information in an attachment and label it "Relevant Experience":</p> <ul style="list-style-type: none"> Provide detail of similar work; Provide scope of the Respondents' involvement including details of outcomes; 	<p>Weighting</p> <p>25%</p>	
	<p>"Relevant Experience"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

<p>B. Key Personnel Skills and Experience</p> <p>Respondents should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <ul style="list-style-type: none"> • Key personnel's role in the performance of the Contract; • Qualification, with particular emphasis on experience of personnel and relevant registration; and • Any additional information. <p>Supply any other relevant details in an attachment and label it "Key Personnel Skills and Experience".</p>	<p>Weighting</p> <p>25%</p>	
	<p>"Key Personnel"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

<p>C. Respondent's Resources</p> <p>Respondents should demonstrate their ability to supply and sustain the necessary:</p> <ul style="list-style-type: none"> a) <i>Plant, equipment and materials.</i> b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i> <p>As a minimum, Respondents should provide a current commitment schedule and plant/equipment schedule in an attachment and label it "Respondent's Resources".</p>	<p>Weighting</p> <p>30%</p>	
	<p>"Respondent's Resources"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

<p>D. Indigenous Business Agenda</p> <p>Describe the proportion of Aboriginal content in your business. – <i>refer to attachment 2, Policy No. A18 – Indigenous Business Agenda</i></p> <p>"Relevant Information":</p> <p>Provide detail on:</p> <ul style="list-style-type: none"> • the proportion of Indigenous ownership; • the proportion of Indigenous employees; • your contribution to the promotion of the Indigenous Business Agenda. • your contribution to the promotion of Indigenous employment. 	<p>Weighting</p> <p>20%</p>	
	<p>"Indigenous Content"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

4.3 Price Information

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

4.3.1 Price Schedule

Item	Description	Price GST inclusive	GST
1	Mobilisation		
2	Planting of 30 Indigenous trees		
3	Provision of protective barriers for small trees		
4	Installation of subsurface reticulation system for the irrigation of the trees		
5	Other – please specify		
Total			

Attachments:

1. SOHC Policies that may affect selection
2. Halls Creek Cemetery layout image