



TOWN OF
VICTORIA PARK

REQUEST FOR QUOTATION

Request for Quotation (RFQ)	QTVP/21/21 - Hordern Street Black Spots Project
Deadline	2.00pm (WST), 30 September 2021.
Lodgement of Submission	Submitted electronically to: www.vendorpanel.com.au Responses should have as the title " QTVP/21/21 - Hordern Street Black Spots Project "

ONLY ELECTRONIC SUBMISSIONS USING THE ABOVE DETAILS WILL BE ACCEPTED. SUBMISSIONS MUST BE RECEIVED BY THE CLOSING TIME AND DATE.

Late RESPONSES will not be accepted.



WE'RE OPEN
VIC PARK

PART 1 READ AND KEEP THIS PART

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1 CONDITIONS OF RESPONDING

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Principal invites Responses in accordance with the terms and conditions of this Request for “**QTVP/21/21 - Hordern Street Black Spots Project**”.

A full statement of the Requirements required under the proposed contract appears in the Specification Part 2.

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 whose Response is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	As nominated on the front cover page of this Request or as amended.
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 3 and incorporated in a Contract in accordance with the Offer.
Offer:	Your Offer to be selected to supply the Requirements.
Principal:	Town of Victoria Park or the Town
Request or RFQ or Request for Quotation:	This document.
Respondent	A person or organisation who has or intends to submit a Response to this Request for Quotation.
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 RESPONSE DOCUMENTS

This Request for Quotation is comprised of the following parts:

Part 1 – Conditions for Responding (read and keep this part).

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

Part 3 – General and Special Conditions of Contract (read and keep this part).

Part 4 – Respondent's Offer (Form of Response) (complete and return this part).

Separate Documents:

Addenda and any other special correspondence issued to Respondents by the Principal.

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

1.4 HOW TO PREPARE YOUR RESPONSE

During preparation of response documents, respondents should:

- (1) Carefully read all parts of this document;
- (2) Ensure you understand the Requirements;
- (3) Complete and return the Offer (Part 4) in all respects and include all Attachments;
- (4) Make sure that the Offer Form is signed-off by the authorised Respondent's representative and have responded to all Criteria; and
- (5) Lodge your Response before the Deadline.

1.5 CONTACT PERSONS

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

Technical Requirements

Name: **Denis Lau**

Telephone: (08) 9311 8111

E-mail: admin@vicpark.wa.gov.au

Procedural and Contract Requirements

Name: **Viviane Franco/Sumita DSilva**

Telephone: (08) 9311 8111

E-mail: admin@vicpark.wa.gov.au

1.6 BRIEFING/SITE INSPECTION

Not applicable.

1.7 LODGEMENT OF RESPONSE AND DELIVERY METHOD

The Response must be lodged by the Deadline. The Deadline for this request is stated on the cover page of this RFQ.

The Response is to be:

- a) addressed to the Chief Executive Officer, Town of Victoria Park, 99 Shepperton Rd, Victoria Park WA 6101.
- b) submitted electronically to www.vendorpanel.com.au. Responses should have as the title “**QTVP/21/21 - Hordern Street Black Spots Project**”.

- 1.7.1 The Response document should **only be signed** by the Respondent’s representative who is authorised to do so. All pages must be numbered consecutively and the Response must include an index. Any brochures or pamphlets must be electronically attached to the RFQ response.

1.8 REJECTION OF RESPONSES

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

- (1) it is not submitted before the Deadline; or
- (2) it is not submitted at the place specified in the Request; or
- (3) it may be rejected if it fails to comply with any other requirements of the Request.
- (4) the Respondent does not submit an Offer form which has been completed and signed together with all the required Attachments.

1.9 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.

1.10 RESPONSE VALIDITY PERIOD

All Responses will remain valid and open for acceptance for a minimum period of **one hundred and twenty (120) days** from the Deadline.

1.11 EVALUATION PROCESS

This is an RFQ. Your Response will be evaluated using information provided in your Response.

- 1.11.1 Evaluation methodology to be used in respect of this Request:

- (1) Responses are checked for completeness and compliance. Responses that do not contain all information requested (e.g. completed Offer form and attachments) may be excluded from evaluation.

- (2) Responses are assessed against the Selection Criteria. The most suitable Respondents may be shortlisted and may also be required to clarify the Response, make a presentation to the Principal, or provide further policy information. Referees may also be contacted prior to the final recommendation.
- (3) A recommendation report will be presented to the Principal.
- (4) All parties will be advised of the outcome.

1.12 SELECTION CRITERIA

The Contract may be awarded to a sole Respondent 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 Town.

The Town has adopted a 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 that provides all the information requested will be assessed as satisfactory. The extent to which a 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.

1.13 COMPLIANCE CRITERIA

These criteria 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 Response from consideration.

1.14 QUALITATIVE CRITERIA

- (1) In determining the most advantageous Response, the Evaluation Panel will score each Response against the qualitative criteria.
- (2) It is essential that Respondents address each qualitative criterion. Failure to provide the specified information may result in elimination of the submission from further evaluation.
- (3) The Principal will consider the extent to which the response satisfies the Qualitative Criteria and reserves the right to reject any response that does not properly address and satisfy any of the Qualitative Criteria.
- (4) The Qualitative Criteria are weighted according to their relevance and importance to the performance requirements of the proposed contract.

Before responding to the following qualitative criteria:

- (1) Assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- (2) Provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (3) Address each criterion.

Failure to provide the specified information may result in elimination from the quotation evaluation process or a low score.

1.15 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Respondents will be given particulars of the successful Respondent(s) or advising that no Response was accepted.

1.16 PRICE BASIS

Lump-sum – fixed price

All prices for goods/services offered under this Request are to be fixed for the term of the Contract and shall not be subject to Rise and Fall formula. Quoted prices must include Goods and Services Tax (GST).

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

1.17 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.

1.18 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.

1.19 RESPONDENTS TO INFORM THEMSELVES

Respondents shall be deemed to have:

- a) examined the Request and any other information available in writing to Respondents

for the purpose of responding;

- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Response which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Responses including prices which shall be deemed to cover the cost of complying with all the Conditions of Quoting and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with Respondent(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.

1.19.1 Failure by the Respondent to have done all or any of the foregoing shall not relieve the successful Respondent of its obligations to perform the proposed Contract in accordance with the terms of the proposed Contract.

1.20 OCCUPATIONAL SAFETY AND HEALTH

All Respondents shall ensure that their plant, equipment and personnel comply with the Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations of 1996 and any amendments thereafter.

1.21 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.

1.22 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 Respondent, 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.

1.23 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 4 of this Request. Upon acceptance of the Response, the Respondent will become the Contractor.

1.24 EXTENSION OF TIME

If an extension of time to lodge a Response is granted, the extension shall apply to all Respondents who will be advised of the new closing time and date. Responses lodged within the original time shall be retained unopened or returned on request.

The Principal, in its absolute discretion, may grant or refuse any application for an extension of time.

1.25 CONFIDENTIAL INFORMATION

The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after completion or earlier termination of the Contract. If so required by the Contractor, the Principal shall ensure that the Principal's Representative also enters into such an agreement.

1.26 PUBLICITY

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

2 SPECIFICATION

2.1 INTRODUCTION

The intersection of Hordern Street and Geddes Street in Victoria Park and Hordern Street and McMillan Street have previously been identified as accident black spots by the Principal.

In order to reduce accidents at these locations, the Principal has received grant funding from the Main Roads WA (MRWA) Black Spot Program.

The Principal intends to package both projects to one Contractor since the scope of works are similar and locations are within 800m from each other.

2.2 SCOPE OF WORK

2.2.1 The Principal is seeking to engage a suitable prequalified WALGA contractor to carry the following works:

- a) Surveying and level mark-up
- b) Project Preliminaries, Traffic Management and Supervision – to include dilapidation surveys (videos, photos and report) for existing infrastructure.
- c) Site clearance, including civil earthworks
- d) Storm water drainage
- e) Road pavement
- f) Concrete, kerbing and footpath
- g) Tactile indicators

2.2.2 The works must be carried as per drawings listed below:

Portion of Works 1 - Hordern St & Geddes St Black Spot

- E10528-10 Rev1 - Hordern St & Geddes St - Signs Lines
- E10528-20 Rev0 - Hordern St & Geddes St - TOVP Parking
- E10528-30 Rev0 - Hordern St & Geddes St – Services
- GED-18-01 Rev4 - Hordern & Geddes - Plan and Details
- GED-18-04 Rev2 - Hordern & Geddes – Drainage

Portion of Works 2 - Hordern St & McMillan St Black Spot

- E10529-10 Rev1 - Hordern St & McMillan - Signs Lines
- E10529-20 Rev0 - Hordern St & McMillan - TOVP Parking
- E10529-30 Rev0 - Hordern St & McMillan – Services

- MCM-18-01 Rev3 - Hordern & McMillan - Plan and Details
- MCM-18-03 Rev3 - Hordern & McMillan – Drainage

2.2.3 The above drawings are attached to this Request as per below and concur to define the scope of works:

- a) Attachment 1 – Portion of Works 1 - Hordern and Geddes St (zip file)
- b) Attachment 2 - Portion of Works 2 - Hordern and McMillan St (zip file)

2.3 OTHER PROJECT REQUIREMENTS

2.3.1 The following requirements must be also met by the Contractor:

- a) Provision of 6 NATA Compaction test results (3 on each Portion of Works)
- b) Provision and completion of a punch list items prior to practical completion.
- c) Protection of existing walls and other infrastructure, including privately owned properties.
- d) Provision and management of safe access to business and residential properties.
- e) Before commencement of works, completion of the free contractor induction on the Town's website:

<https://www.victoriapark.wa.gov.au/Business/Grow-your-business/Doing-business-with-the-Town/Contractor-induction>

2.3.2 The Contractor is allowed to subcontract parts of the works only upon the Principal's prior written approval.

2.3.3 The Contractor must review the Safety in Design reports in Attachment 3 (zip file) of this Request and incorporate the contents within its construction management plan.

2.3.4 The Contractor must allow for an appropriate laydown area for plant and equipment. Information about this is to be provided by Respondents in the submission.

2.4 PROGRAM OF WORKS

2.4.1 Respondents must prepare and submit as part of their Response in their methodology a program of works in the form of a detailed Gantt chart using MS Project (version 2013 or later) or other similar scheduling software. The program is to be submitted in both PDF and MS Project (MPP) format. Responses that do not include this program of works will be deemed non-compliant.

2.4.2 In the preparation of this program of works, Respondents shall assume that this project is expected to be approved by Council on 16 November 2021 with Contract execution to be finalised by 23 November 2021. Respondents are to note that these are estimated dates only and subject to the Principal's confirmation.

2.4.3 The program of works must show the proposed timeframe for the works from Contract execution date through to Practical Completion. The program must demonstrate the ability to meet the requirements of this Request, including commencement and

completion dates, commissioning periods and the intended date for Practical Completion. It must clearly demonstrate the sequential implementation of the works and indicate a critical path for the works.

2.4.4 Respondents shall consider the availability and lead times of specified materials, plant and equipment, and demonstrate adequate ordering timeframes for these in the program of works. Public holidays and common industry shutdown periods are to be identified for the duration of construction and shown on the program of works as non-working days.

2.4.5 Upon confirmation of Contract start date, the Contractor must submit to the Principal a confirmed Construction Program in PDF and MS Project (MPP) format. The Construction Program must include the same information as, and be formatted the same as, the program of works.

2.5 SAFETY IN DESIGN

2.5.1 Respondents are to review the Safety in Design reports in Attachment 3 of this Request and incorporate the contents within their construction methodology to be included in their Responses.

2.6 RESOURCING

2.6.1 Respondents are to provide information on their current capacity and capability to carry out the works, including details on the experience of the personnel to be allocated to this project in the delivery of similar projects in size and scope.

2.6.2 Respondents are to provide information on the proposed resourcing and procurement of the project, including how industry conditions and also COVID-19 restrictions will be managed to minimise impact to delivery. Specifically address labour, plant and material resources, long lead time items and potential delay items.

2.7 PRICE

2.7.1 Respondents are to note that submitted prices must be valid for 4 months to allow completion of Council approval process and Contract execution. The prices submitted by Respondents must include traffic management plan and control, all costs for adjusting existing stormwater drainage infrastructure and installation of new and any other costs associated with the delivery of the scope of works. Any exclusion must be clearly stated in the submission, otherwise it will be deemed as included in the lump sum.

2.7.2 For each Item of Price Schedule A in Part 4 of this Request (refer Clause 4.4.1), Respondents are to submit a price breakdown including quantity allowances.

2.8 LIQUIDATED DAMAGES

Liquidated damages will be applicable to the Contract at a rate of \$1000 per day, to be capped at 10% of Contract sum.

2.9 KEY PERFORMANCE INDICATORS

2.9.1 The Principal's Representative will carry out regular inspections on work sites.

2.9.2 The Contractor must deliver the project scope as per confirmed Construction Program (refer Clause 2.4.5).

2.10 REFERENCE TO OTHER DOCUMENTS

Safety in Design report as per Attachment 3 of this Request.

Abaxa Potholing and Surveys documents in Attachments 1 and 2.

2.11 EXCLUSIONS

Spotting, signs and line marking are excluded from scope of works and will be carried out by the Principal.

3 GENERAL AND SPECIAL CONDITIONS OF CONTRACT

3.1 THE ENGAGEMENT

The Contract shall –

- a) have regard to the following:
 - i) Western Australian Local Government Association Panel Contract PSP009 Roads, Infrastructure & Depot Services incorporating Member Contract Conditions (Minor Works) 6022_21.04.05/ 92367612.
 - ii) The Code of Practice specified in the Letter of Engagement (if any).
 - iii) The Principal's Code of Tendering Policy.
- b) commence on the date specified in the Letter of Engagement;
- c) be governed by and construed with reference to the laws for the time being in force in the State of Western Australia; and
- d) be constituted by –
 - i) the Principal's invitation to submit a quotation;
 - ii) the Contractor's proposal;
 - iii) the Letter of Engagement;
 - iv) these General Conditions;
 - v) the Brief; and
 - vi) any other documents listed in the Request.

3.2 CONTRACT PERIOD

The Contract will be in force till the satisfactory completion and handover of the project, including the defects and liability period.

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

3.3 CONFIDENTIALITY AND PUBLICITY

The Contractor shall not release any document or article or divulge any information gained in the course of the Contract to the media or any person without the prior written approval of the Principal.

If the Contractor wishes to submit for publication in journals, exhibitions or entry for awards any work produced by the Contractor in providing the Services to the Principal, the Contractor shall obtain prior approval in principle and then obtain final written approval from the Principal by submitting, for a decision, a final copy of the material proposed to be published. Such approval shall not be unreasonably withheld. The material shall identify and if requested by the Principal, acknowledge the Principal.

Should the Principal publicise the project, the Principal shall acknowledge the contribution made by the Contractor unless such acknowledgment is impracticable or unreasonable in which case the Contractor shall be advised accordingly.

3.4 PRINCIPAL'S AND CONTRACTOR'S REPRESENTATIVES

Principal's Representative

The Principal may appoint a Principal's Representative to exercise the duties, directions and powers vested in the Principal under the Contract.

The Principal may, at any time, cancel the appointment and nominate another person as its Representative by giving written notice to the Contractor.

Contractor's Representative

The Contractor shall appoint a Contractor's Representative to be the first point of contact with the Principal.

The Contractor may, with the prior written approval from the Principal, which approval shall not be unreasonably withheld, cancel the appointment and shall nominate another Contractor's Representative.

3.5 RESPONSIBILITIES AND OBLIGATIONS OF THE CONTRACTOR

The Contractor acknowledges that the Principal shall rely on the Contractor to provide the services with due skill, care and diligence.

The Contractor shall:

- a) provide in a reasonable time, all professional advice and skills which are required for the provision of the services under the Contract;
- b) remain fully responsible for all services provided by the Contractor irrespective of any review or acceptance of those services by the Principal;
- c) be liable for loss or damage suffered by the Principal as a result of any negligent act, error, omission or statement by the Contractor or the Contractor's employees, agents or Sub-Contractors;
- d) employ staff with qualifications and experience appropriate to the provision of the services or component part of the Services; and
- e) promptly inform the Principal in writing if any information or any document provided or caused to be provided to the Contractor by the Principal is found to be inadequate to enable the Contractor to properly provide the services or is found to contain any material inaccuracies.

3.6 KEY PERSONNEL

Any change to the personnel listed in Contractor's offer must be notified in advance and pre-approved in writing by the Town of Victoria Park. The Town of Victoria Park reserves the right to refuse its approval in the event the new proposed personnel do not have equivalent expertise and experience. The Town shall have absolute discretion as to the suitability of any proposed replacement personnel.

3.7 INSURANCE

The Contractors should effect, maintain and keep in force the following policies of

Insurance, with a reputable and solvent insurer (with a Standard and Poor's rating of not less than A minus) which carries on insurance business in Australia and is authorised in Australia to operate as an insurance company.

Public and Product Liability

The Contractor shall effect and maintain and keep in force a Public and Products Liability insurance in a form and content acceptable to the Town for an indemnity of not less than Twenty million dollars (\$20,000,000), for any one occurrence covering the Contractor in respect of any claim resulting from loss of or damage to property and the death or illness of, or injury to, any person arising out of or in connection with any act or omission of the Contractor on the site of the Project.

The Contractor shall provide a Certificate of Currency to the Principal prior to the commencement of the Contract.

The Town of Victoria Park is to be named as an additional insured on the policy.

Employees and Agents

Before commencing provision of the Services, the Contractor shall effect and maintain a Workers Compensation Insurance policy to insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law to a limit of not less than fifty million dollars (\$50,000,000). The insurance cover shall include a Principal's Indemnity Extension for Act and common law including waiver of subrogation.

In the case of a sole trader, the Contractor shall effect and maintain a Personal Accident/Illness Insurance policy to cover the Contractor against any accident, illness or death.

The Contractor shall provide a Certificate of Currency to the Principal prior to the commencement of the Contract.

3.8 PROGRESS CLAIMS, INVOICING AND PAYMENT

Monthly Progress Claims for Services completed to date, as calculated with reference to the Scope of Services and Schedule of Rates at monthly intervals are admissible under this Contract.

As soon as reasonably practicable following the end of each calendar month (or as otherwise agreed by the Parties), the Contractor must arrange a works inspection and provide to the Principal a Progress Claim or if the Principal directs, an Invoice.

Prior to approval of payment, claims will be subject to verification by the Principal to ensure that the claim is a true and accurate record of the Services and/or Goods provided. If in the Principal's opinion, the quality of the Services and/or Goods provided is deemed unsatisfactory, the Principal may withhold payment of all or part of the invoice.

The Principal will provide a Contract and Purchase order for the works. The Contractor shall quote both the Contract number and purchase order number on all correspondence.

Progress Claims and any invoices must include the following details:

- a) Contract number & Purchase order number issued for the work
- b) Principal's Representative name
- c) Description of the works and quantities provided
- d) Date of completion if applicable.

The Principal's payment terms are thirty (30) days from the end of the month in which an invoice for payment is received by the Principal from the Contractor, in accordance with Local Government standard terms, for all correctly rendered and verified invoices, unless rights of set-off, deduction or withholding apply.

The Principal shall pay the Contractor by Electronic Funds Transfer (EFT) and the Contractor shall provide all the necessary information required to facilitate EFT payment processing.

The Principal guarantees the confidentiality and security of all such information provided by the Contractor.

3.9 CONTRACT

This Request Document does not form any contractual relationship with the Principal. A Contract will only be formed once a written agreement is entered into between the Principal and the successful Respondent.

The Response submission is required to be approved by the Principal and no Contract will be formed with any Respondent until the approvals have been received.

SCHEDULE 1 - CONTRACT SPECIFICS

Framework Agreement	No
Principal's Representative	<p>Denis Lau</p> <p>Address: 99 Shepperton Road Victoria Park WA 6100</p> <p>Telephone: (08) 9311 8111]</p> <p>Email: admin@vicpark.wa.gov.au</p>
Contractor's Representative	TBC
Start Date	Next business date from the date of execution of Contract
Works to be performed	Construction of 2 roundabouts being 1 at the intersection of Hordern Street and Geddes Street (Portion 1) and the other at the intersection of Hordern Street and McMillan Street (Portion 2) in Victoria Park as per drawings and specs detailed in Specification (Part 2) of this Request.
Date for Completion	<p>The earlier of:</p> <p>a) Date for works completion to be determined once commencement date is confirmed by the Principal</p> <p>(b) the date this Contract is terminated under Clause 21 of Member Contract Conditions (Minor Works) 6022_21.04.05/ 92367612</p> <p>subject to:</p> <p>- the satisfactory performance of the Contractor and at the sole discretion of the Principal.</p>
Site	Intersections of Hordern Street and Geddes Street (Portion 1) and Hordern Street and McMillan Street (Portion 2)
Contractor Maximum Liability Amount	Twenty million dollars (\$20,000,000)
Principal Maximum Liability Amount	Capped up to Contract Price.
Minimum level of Public Liability Insurance Cover	Twenty million dollars (\$20,000,000)

required	
Minimum level of Product Liability Insurance Cover required	Twenty million dollars (\$20,000,000)
Minimum Employee Insurance Cover required	Workers Compensation and Injury Management Act (WA) including Common Law extension of Fifty million dollars (\$50,000,000)
Public/Product Liability Insurance End Date	1 month from the Date of Completion or 1 month from the termination date, whichever is earlier.
Other applicable policies	<i>All policies available on Town of Victoria Park website.</i>
Defect Liability Period	12 months
Liquidated Damages	\$1,000/day (capped at 10% of Contract sum)
Security	Not applicable.
Schedule of Rates annual adjustment	Not applicable.
Payment	Monthly progress claims as per Clause 3.8 of this Request.
Lodgement of Invoices	<p>Electronically by email to the following email address: payables@vicpark.wa.gov.au</p> <p>Purchase order will be issued, and the Purchase Order Number and Contract number are to appear on all claims for payment.</p>

4 RESPONDENTS OFFER

4.1 OFFER FORM

The Chief Executive Officer

Town of Victoria Park

99 Shepperton Rd

VICTORIA PARK WA 6101

I/We (Company Name): _____

(Block Letters)

Trading Name: _____

of: _____

(Registered Street Address)

Suburb: _____ State: _____ Post Code _____

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFQ: **“QTVP/21/21 - Hordern Street Black Spots Project”**

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 submitted price is valid up to one hundred and twentyninety (12099) calendar days from the date of the Deadline.

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 the _ day of _2021

Signature of authorised person: _

Name of authorised signatory (BLOCK LETTERS): Mr. Mrs. Ms. Please tick one.

First Name: _____ Surname: _____

Position: _____

Telephone No: _____

Authorised Signatory Postal Address: _____

Email Address: _____

4.2 COMPLIANCE CRITERIA

Please select with a Yes or No whether you have complied with the following compliance criteria. Supply details where possible in attachments labelled with the appropriate headings. These criteria 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 Response from consideration.

4.2.1 Compliance Criteria Questionnaire

Compliance with the Conditions of this Request?	Yes/No
Compliance with the Conditions of Contract?	Yes/No
Compliance with Specification in Part 2?	Yes/No
Completion of Pricing Schedule in Clause 4.4.1 and Schedule of Rates?	Yes/No
Submission of Program of Works as per Clause 2.4 of this Request?	Yes/No
Inclusion of Safe Work Method Statement, Safety in Design reports reviewed and incorporated, Job Safety Analysis in submission?	Yes/No

4.2.2 Organisational Profile

Attached a copy of your organisation profile and provide background information on your company and label it “ Organisation Profile ”.	“ Organisation Structure ”	Tick if attached <input type="checkbox"/>
If companies are involved, attached their current ASIC company extracts search including latest Annual Company Statement and label it “ ASIC Company Extracts ”.	“ ASIC Company Extracts ”	Tick if attached <input type="checkbox"/>

4.2.3 Referees

Attached details of your referees and label it “ Referees ”. You should give examples of work provided for your referees where possible.	“ Referees ”	Tick if attached <input type="checkbox"/>
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4.2.4 Agents

Are you acting as an agent for another party?	Yes / No
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If Yes, attach details (including name and address) of your Town and label it “Agents” .	“Agents”	Tick if attached <input type="checkbox"/>
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4.2.5 Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled “Subcontractor/s” provide details of the subcontractor(s) including: i) the name, address of contractor(s); ii) the Requirements that will be subcontracted	“Subcontractor/s”	Tick if attached <input type="checkbox"/>

4.2.6 Conflicts of Interest

Will you 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?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “Conflicts of Interest” .	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>

4.2.7 Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include a Profit & Loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	“Financial Position”	Tick if attached <input type="checkbox"/>

4.2.8 Insurance Coverage

The insurance requirements for this Request are stipulated in the Special Conditions of Contract. Contractors are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage” . A copy of the Certificate of Currency is to be provided to the Principal within fourteen (14) days of acceptance.			“Insurance Coverage”	Tick if attached <input type="checkbox"/>
Type	Insurer-Broker	Policy Number	Value (\$)	Expiry Date
Public & Product Liability				
Workers Compensation				

4.2.9 Occupational Health and Safety

Attach a copy of your OH & S Policy Table of Contents and label it “ Occupational Health and Safety”. The successful tenderer will have to supply a full OH & S Policy.	“Occupational Health and Safety”	Tick if attached <input type="checkbox"/>
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4.3 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Respondents shall 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.

Demonstrate understanding of scope of works and clear methodology in carrying out the works. Please provide information in an attachment and label it “Understanding of Requirements/Methodology” .	Weighting 40% Tick if Attached <input type="checkbox"/>
Demonstrate current resourcing to be allocated to this project. Respondents must provide information on their current capacity, capability, structure and experience in carrying out similar works of staff/resources to be allocated to this project.	Weighting 20% Tick if Attached <input type="checkbox"/>

Please indicate the above in an attachment and label it “ Current Resourcing ”.	
Occupational, Health and Safety track record and OS&H Management Plan Respondents to provide information in an attachment and label it “ OSH ”.	Weighting 10% Tick if Attached <input type="checkbox"/>
Price Respondents to complete the Price Schedule provided in Clause 4.4 of this Request.	Weighting 30% Tick if Attached <input type="checkbox"/>

4.4 PRICING

4.4.1 Price Schedule A – Lump Sum

Respondents must complete the below Price Schedule. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

Prices are fixed for the period of the Contract and are not subject to rise and fall.

Item	Description	Price (excl. GST)	Price (incl. GST)
Portion of Works 1 – Hordern St & Geddes St Black Spot			
1	Surveying and level mark-up		
2	Project Preliminaries, Traffic Management and Supervision (incl. Dilapidation surveys)		
3	Site clearance, including civil earthworks		
4	Storm water drainage		
5	Road pavement		
6	Concrete, kerbing and footpath		
7	Tactile indicators		
	Subtotal Portion of Works 1		
Portion of Works 2 - Hordern St & McMillan St Black Spot			
8	Surveying and level mark-up		
9	Project Preliminaries, Traffic Management		

	and Supervision (incl. Dilapidation surveys)		
10	Site clearance, including civil earthworks		
11	Storm water drainage		
12	Road pavement		
13	Concrete, kerbing and footpath		
14	Tactile indicators		
	Subtotal Portion of Works 2		
TOTAL LUMP SUM PRICE			

Note: For each Item of Price Schedule A Respondents are to submit a price breakdown including quantity allowances.

4.4.2 Price Schedule B – Schedule of Rates for Additional Services

Respondents shall provide pricing for additional services that fall outside the Requirements contained in this Request.

Item	Item description	Unit of measure (per)	Price Quoted per unit (ex. GST)	Price Quoted per unit (inc. GST)
1	Earthworker and equipment	Hour		
2	Concreter	Hour		
3	Bricklayer	Hour		
4	Labouer	Hour		
5	Trades assistant	Hour		
6	Site supervisor	Hour		
7	Site manager	Hour		
8	Contract administrator	Hour		
9	Safety officer	Hour		
10	Project manager	Hour		
	Others (Respondents to indicate)	Hour		

Additional services require authorisation by the Principal.

The Principal offers no guarantee as to the quantity of additional services required.

Respondents must fill in the above Price Schedules in the format required by the Principal. The Principal may, at its discretion, disqualify any Respondents from consideration if this breakdown is not supplied.

Company Name: _____

Address: _____

Signature: _____

Full Name of Respondent: (Block Letters): _____