

Request for Quotes For

Supply of resources and equipment(if not supplied by GSBC) for:

- General town maintenance tasks
- Parks and reserves tasks
- Waste transfer station tasks(when required)

within the Coles Bay/Swanwick area, and as needed within Bicheno area. Maintenance tasks will be issued to the contractor and prioritized by the GSBC works supervisor.

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Structure of this Request for Quotes

This Request for Quotes is comprised of three sections:

- Section A - Quote Conditions
- Section B – Specifications
- Section C – Form of Quote and Schedules

Section A – Quote Conditions

1. Definitions

In this RFQ:

- 1.1 **Closing Date** means the time and date specified in clause 2.7, or such later time and date as may be notified in writing to Respondents by the Council.
- 1.2 **Form of Quote** means the form contained in Section C of this RFQ.
- 1.3 **Respondent** refers to any party who responds to this RFQ.
- 1.4 **RFQ** means this Request for Quotes.
- 1.5 **Quote** means a quote submitted by a Respondent pursuant to this RFQ.
- 1.6 **Schedules** means the schedules contained in Section C of this RFQ.
- 1.7 **Services** means the services sought to be purchased by the Council pursuant to this RFQ.
- 1.8 **Specifications** means the specifications specified in Section B of this RFQ.
- 1.9 **GSBC** means Glamorgan Spring Bay Council

2. Request for Quotes

- 2.1 The Council seeks Quotes from Respondents for the provision of the Services.
- 2.2 Prices quoted are to be in a schedule of rates basis.
- 2.3 All prices for the Services are to be fixed. Quoted prices must **include** GST and all applicable levies, duties, taxes and charges.
- 2.4 Any charge not stated in the Quote will not be payable by the Council unless prior approval is given by council.
- 2.5 The Respondent must submit:
 - 2.5.1 the original Form of Quote; and
 - 2.5.2 the completed Schedules.

2.5.3 Copies of current insurance certificates or the value of insurances that will be secured by the successful respondent prior to contract been issued .

2.6 Any Quote may be rejected if it does not conform with the requirements of the Specifications or this RFQ.

2.7

Quotes must be submitted duly signed and in a sealed package clearly endorsed with the Quote title and must be addressed to:

Works Manager- Darren Smith
PO Box 6
Triabunna 7190

Application for Quote for Supply of resources and equipment(if not supplied by GSBC) for Coles Bay/Swanwick area, and as needed within Bicheno area.

Closing Date: 5pm Tuesday 30th November 2021

RFQ queries- Darren.Smith@freycinet.tas.gov.au

2.8 This RFQ closes on the Closing Date.

2.9 Quotes received after the Closing Date will **NOT** be considered.

2.10 The Council will not accept any responsibility in the event that a Quote is not received by the Closing Date.

2.11 Respondents must not use this RFQ (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Quote. This includes not copying this RFQ (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Quote.

3. **Acceptance of Quote**

3.1 The Respondent agrees that the Quote remains open for a minimum period of 60 days after the Closing Date.

3.2 This RFQ, together with the Council's written acceptance of the Quote and the issue of an official Council annual purchase order, constitute the contract between the Council and the successful Respondent. A new purchase order will be raised for each year of the contract.

4. **No Legal Requirement**

The issue of this RFQ or any response to it does not commit, obligate or otherwise create a legal requirement on the Council to acquire the Services from a Respondent.

5. **Council's Rights**

The Council reserves the right to:

- 5.1 amend, vary, supplement or terminate this RFQ at any time;
- 5.2 accept or reject any Quote, including the lowest price Quote;
- 5.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this RFQ;
- 5.4 postpone or abandon this RFQ;
- 5.5 add or remove any Respondent;
- 5.6 accept or reject any Quotes;
- 5.7 accept all or part of any Quote;
- 5.8 negotiate or not negotiate with one or more Respondents;
- 5.9 discontinue negotiations with any Respondent; and
- 5.10 include the Respondents' names in Council reports and make them public. This may include the order of Respondents on the basis of quoted price but without the specific amount quoted.

6. **Quote Evaluation**

In assessing Quotes, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- 6.1 completion of the Form of Quote;
- 6.2 compliance with the Specifications;
- 6.3 warranties and guarantees on the Services;
- 6.4 timeframe for the completion of the Services;

- 6.5 demonstrated experience in completing similar scopes
- 6.6 referees
- 6.7 insurance/s.
- 6.8 Workplace Health & Safety history performance

7. Respondent's Confidential Information

- 7.1 Subject to clauses 7.2 and 8.1 (Governing Law), the Council will treat as confidential all Quotes submitted by Respondents in connection with this RFQ.
- 7.2 The Council will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information:
 - 7.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFQ process or to prepare and manage any resultant agreement;
 - 7.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFQ process;
 - 7.2.3 is disclosed by the Council to the responsible Minister;
 - 7.2.4 is authorised or required by law to be disclosed; or
 - 7.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

8. Governing Law

- 8.1 This RFQ is governed by the law in Tasmania.
- 8.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in Tasmania.

Section B – Specifications

The supply of services under this RFQ are for the Coles Bay/Swanwick/Bicheno area for Glamorgan Spring Bay Council owned/maintained facilities and public spaces. The workload will vary, however average hours per month are expected to be in the range of:

- Coles Bay/Swanwick- 150 to 200 hours/month
- Bicheno(if required in peak season)- 90 to 100 hours/month

This includes:

- Coles Bay/Swanwick- Mowing and vegetation management of parks and other GSBC public spaces as directed by Works Supervisor. GSBC will supply and maintain suitable mower, brush cutter and all fuel/oils required for execution of these tasks for this plant.
- Coles Bay/Swanwick- Cleaning and general maintenance of public toilet facilities, park bench's/seats, boat ramps and playgrounds. GSBC will supply all consumables and cleaning equipment/products for execution of these tasks. These tasks may need to be serviced 7 days per week in peak season and sometimes twice per day.
- Coles Bay/Swanwick- General town maintenance tasks, such as removal of fallen tree's/branch's, walking track repairs and emptying of all public non-residential waste bins operated by GSBC. After hours/weekend work may be required to respond to emergency or urgent works following inclement weather or public reports. As directed by Works Supervisor.
- Coles Bay/Swanwick- If/when required, relief waste transfer station attendant at the Coles Bay facility. As directed by Works Supervisor.
- Bicheno- As required support Bicheno town maintenance team with emptying public non-residential waste bins operated by GSBC and public toilet facility cleaning/maintenance. For example through the tourism peak period of November to April each year if required. These tasks may need to be serviced 7 days per week in peak season and sometimes twice per day.
- Successful respondent is to supply suitable motor vehicle/s (including fuel and maintenance costs) in safe, road worthy condition to execute the tasks.
- Successful respondent and associated employees will at all times be courteous and polite to members of the public.
- Successful respondent and associated employees must have and maintain as a minimum a car licence to operate GSBC plant/vehicles.
- All waste transfer station fee's will be waived for the purpose of disposing of GSBC associated waste **only**.

- The successful respondent must comply to all Glamorgan Spring Bay Council policies, procedures and guidelines. Including PPE requirements, Safe Work Method Statements and incident/hazard reporting.
- This contract will be for a 1-year period from date of awarding to successful respondent. This contract will have a 1-year by 1-year option(totalling 3 years).
- Completed works will be randomly inspected by Works Supervisor to confirm tasks completed to GSBC standard, and compliance to this contract.
- Periodically , site safety audits will be conducted on the successful respondents work site, by GSBC staff to confirm compliance to Work Safe Tasmania and GSBC requirements.
- Payment under the contract will be 28 days from the end of the month in which the service is provided.
- The successful respondent must comply to Dept Primary Industry Parks Water and Environment (DPIPWE) requirements for herbicide spraying when executing this task for GSBC.

Section C – Form of Quote & Schedules

[Drafting Note – Schedule 1 MUST be used. Other Schedules may be used or not used, depending on the Council’s requirements] [Delete RED text once read]

Schedule 1 Form of Quote

I/We _____ (Respondent) on

having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of this RFQ, hereby provide a Quote for the Services.

| | |
|---|--|
| 1. Name of Respondent State in full the name(s) of the Respondent(s) and trading names ABN | |
| 2. Contact Person | |
| 3. Registered Address | |
| 4. Postal Address | |
| 5. Telephone | |
| 6. Fax | |
| 7. Email | |

8. Price Schedule

| Description Quoted rates to include vehicle and any tooling. | Unit (if applicable) | Price (ex GST) | GST Component | Price (inc GST) |
|---|-------------------------|-------------------|---------------|--------------------|
| Weekday rate | Per hour | | | |
| Weekend rate (if different to weekday rate) | Per hour | | | |
| Public Holiday rate (if different to weekday rate) | Per hour | | | |
| <p><u>Other rates below that may be deemed applicable to these works</u></p> | | | | |

Schedule 2 Compliance with the Specifications

Please indicate if you intend to comply with the Specifications.

Schedule 4 Insurance

Provide details of insurance currently held by you that would be extended to provide cover for the Services. If not currently held, state below the insurance values that would be secured prior to contract been issued.

| Insurance type | Policy no | Extent of cover | | Expiry date | Name of insurer |
|--|-----------|---------------------|---------------------|-------------|-----------------|
| | | Per incident \$A | In aggregate \$A | | |
| Public and products liability | | | | | |
| Professional indemnity (if applicable) | | | | | |
| Vehicles plant & equipment | | | | | |
| Workers' compensation | | | | | |
| Other | | | | | |

The undersigned undertakes that if selected as the successful Respondent, I/we/it will be bound by the conditions provided.

If the Respondent is a company, the Quote must be executed as follows:

| | |
|--|--|
| Executed by [Insert Company name] pursuant to section 127 of the <i>Corporations Act 2001</i> | |
| Signature of Director | Signature of Director/Company Secretary <i>(Please delete as applicable)</i> |
| Name of Director (print) | Name of Director/Company Secretary (print) |
| OR | |
| Signature of Sole Director and Sole Company Secretary | |
| Name of Sole Director and Sole Company Secretary (print) | |
| OR | |
| Signed for [Insert Representative's name] by an authorised representative in the presence of: | |
| Signature of witness | Signature of authorised representative |

.....
Name of witness (print)

.....
Name of authorised representative (print)

.....
Position of authorised representative (print)

If the Respondent is an individual, the Quote must be executed as follows:

| | |
|--|---------------------|
| Signed by [insert name] in the presence of: | |
| Signature of witness | Respondent |
| Name of witness (print) | |

If the Respondent is a partnership, the Quote must be executed as follows:

[Drafting Note – add extra execution clauses for additional partners as necessary] [Delete RED text once read]

Partner 1:

| | |
|---|-------------------------------|
| Signed sealed and delivered by [insert name] in the presence of: | |
| Signature of witness | Signature of partner |
| Name of witness (print) | |
| Address of witness (print) | |

Partner 2:

| |
|---|
| Signed sealed and delivered by [insert name] in the presence of: |
|---|

| | |
|-------------------------------------|-------------------------------|
| Signature of witness | Signature of partner |
| Name of witness (print) | |
| Address of witness (print) | |