



Request for Tender:	Jurien Bay Skate Park
Deadline:	4.00pm, Wednesday, 24 June 2020
Address for Delivery:	Via email to: tenders@dandaragan.wa.gov.au or By post and clearly marked “ RFT 03/2020 Jurien Bay Skate Park - Private and Confidential ” and addressed as follows: Chief Executive Officer Shire of Dandaragan PO Box 676 JURIEN BAY WA 6516
RFT Number:	03/2020

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1 Conditions of Tendering

1.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for Design and Construct as provided in Part 3
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Dandaragan
Request OR RTF OR Request for Tender	This document.
Requirement:	The final design and construction of a premier Skate Park at the Jurien Bay foreshore requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms provided in Part 4
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tender Open Period:	The time between advertising the Request and the Deadline.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

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

Part 2 – Specification and/or plans/drawings (including Appendices 1, 2 and 3) (*read and keep this part*).

Part 1 READ AND KEEP THIS PART

Part 3 – General Conditions of Contract (including Appendix 4) (*read and keep this part*).

Part 4 – Special Conditions of Contract (*read and keep this part*).

Part 5 – Tenderer’s Offer (*complete and return this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 5) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

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

Name:	Brent Bailey
Telephone:	(08) 9652 0800
Email:	ceo@dandaragan.wa.gov.au

1.5 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made by emailing es@dandaragan.wa.gov.au and may be subject of an addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than 7 days prior to the Deadline of this Request.

1.6 Tender Briefing/Site Inspection

Tenderers are invited to attend an individually suited site inspection and tender briefing, if required, to clarify any uncertainties by contacting Chief Executive Officer, Mr Brent Bailey, via email ceo@dandaragan.wa.gov.au to set up a mutually suitable date and time.

1.7 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline. The Deadline for this request is 4.00pm on Wednesday, 24 June 2020.

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at the Shire of Dandaragan offices located at 69 Bashford Street, Jurien Bay (by the Tenderer or the Tenderer's private agent) or sent through the mail, clearly marked "RFT 03/2020 Jurien Bay Skate Park – Strictly Private and Confidential" and addressed to the Chief Executive Officer, Shire of Dandaragan, PO Box 676, Jurien Bay WA 6516; or
- c) Submitted via email to tenders@dandaragan.wa.gov.au

Tenders submitted by Facsimile will not be accepted.

Tenderers must ensure that they have provided two (2) signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

1.8 Rejection of Tenders

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.9 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.10 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.11 Disclosure of Contract Information

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

All Tenderers will be given particulars of the successful Tenderer or be advised that no Tender was accepted.

1.12 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.13 Precedence of Documents

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

1.14 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

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

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

1.15 Tenderers to Inform Themselves

Tenderers will be deemed to have:

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

Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;

- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.16 Alterations

The Tenderer must not alter or add to the Request documents.

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

1.17 Risk Assessment

The Principal may have access to and give consideration to:

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

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

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

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

1.18 Evaluation Process

This is a Request for Tender.

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

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

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

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

1.19 Selection Criteria

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

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

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

1.20 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Tender 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 Tender from consideration.

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 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 goods or services being purchased.

It is essential that Tenderers 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 tender evaluation process or a low score.

1.22 Value Considerations

Weighted Price Criteria

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	25%

1.23 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Shire of Dandaragan’s Regional Preference Policy adopted by Council on 23 May 2019.

The Policy stipulates that the objective of this policy is to stimulate sustainable economic activity in the Shire by maximising the use of competitive local businesses in supplying goods, services and works purchased or contracted on behalf of the Shire of Dandaragan.

1.24 Price Basis

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

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

1.25 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will be become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED

that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.26 Canvassing of Officials

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

1.27 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part A and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28 Costs of Tendering

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

1.29 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

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

The Tender Opening will be held on or as soon as practicable after the Deadline at 4.00pm on Wednesday, 24 June 2020.

1.30 In House Tenders

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

2 Specification

2.1 Contract Requirements in Brief

The Shire of Dandaragan (the Principal) requires the services of a suitably registered, qualified and experienced Construction Contractor/Manufacturer to undertake the design and construction of what the Principal anticipates to be a premier Skate Park to form part of the Jurien Bay Foreshore Redevelopment precinct at Dobbyn Park, Heaton Street, Jurien Bay WA.

2.2 Introduction

The Principal is redeveloping the Jurien Bay foreshore precinct which includes a new skate environment that meets today's and the future community's aspirations. A detailed concept design for the precinct has been developed through extensive community consultation. The skate park design (approx. 1,500sqm) has evolved through engagement with skaters and the local students at Jurien District High School. The new park is to incorporate lighting, shade shelters, water fountains, and landscaping to tie the project into the surrounding foreshore environment.

The site is readily accessible from Heaton Street for all members of the Community.

The project has been estimated at approximately \$1.23 million which includes all design and documentation fees, construction costs, certification fees, project management fees and all associated costs and fees.

It is the Principal's expectation that the Contact shall be awarded in June 2020 and design development work shall commence immediately upon appointment, with final design development of 8 weeks, with a fabrication and installation period of 14 weeks following receipt of building approvals. It is anticipated the project will be commissioned mid 2020 at the latest with the Skate Park component completed by December 2020.

The Contractor will be required to provide all labour, plant, tools and equipment, materials, fees and charges, chemicals, transport/cartage etc. and anything else necessary for the completion of the proposed Contract.

A full statement of the good and services required under the proposed contract appears in Appendix 1 Specification, including details of the concept design – Appendix 2.

2.3 Background Information

A new district level skate facility has been under design development by the Shire since 2017 when consultation with the community commenced although the broader consultation and demand for a new skate park has existed since 2003..

The Shire has been working with Enlocus who are experienced in the design these facilities. Enlocus has to date facilitated the initial community consultation, site selection and prioritisation, and following the finalisation of the location in the Jurien Bay Foreshore Masterplan has completed final concepts which Council endorsed at its May Ordinary Council Meeting.

In accordance with the Jurien Bay Foreshore Masterplan, an indicative Stage 1 of the redevelopment is proposed to include the following elements:

- 1) Jurien Bay Youth Precinct / Skate Park
- 2) Jurien Bay Jetty wooden deck replacement.
- 3) Renewal of picnic and bbq facilities.
- 4) Replacement of the playground.
- 5) Development of a town square plaza pavilion.
- 6) Development of new foreshore ablutions.
- 7) Upgrade to Fauntleroy Park power supply to facilitate events.

Staff, supported by engineering and landscaping professionals will oversee the contract’s implementation and integration with the broader Jurien Bay foreshore upgrades.

2.4 Definitions

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

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

2.5 Scope of Work

The concept design has been based on the consultation process, foreshore masterplan and site constraints and the following commentary provides a summary of the key elements:

The scope of works/services includes, but not limited to:

- a) Final Detailed Design Development and construction documentation;
- b) Skate Park Construction (approx. 1,500m²), drainage and associated lighting, electrical and associated works;
- c) Liaison with Power, Water, and Landscaping Contractors as required;
- d) Any Fabrication associated with the skate park construction;
- e) Site Works – Including set out, site clearing, earthworks and foundations;
- f) Protection of Foreshore Flora and Fauna;
- g) Site Security and Safety;
- h) Stencilled Artwork;
- i) Installation of a custom timber seating, custom timber balustrading, bicycle rack, 1 drinking fountain;
- j) Provision for future CCTV and Wi-Fi (conduits);
- k) Concrete paving for pedestrian ramps, or stairs attached to Skate Park;
- l) Site Reinstatement - Fully reinstate the site and leave the works in a neat and tidy condition; and
- m) 'As Constructed' Drawings and documentation.

2.6 Specific Requirements of the Contract

Refer to Attachment 2 – Specifications (Part 2)

2.7 Implementation Timetable

A project implementation timetable will be developed with the contractor once awarded.

3 General Conditions of Contract

3.1 General Conditions of Contract to Design and Construct

Refer to Appendix 4 – AS 4902-2000 General Conditions of Contract to Design and Construct

3.2 Insurances

Public Liability (required) – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

Workers' Compensation or Personal Accident Insurance Cover (required) – All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

Professional Indemnity (optional) – This insurance is particularly relevant for professional people in the business of giving advice and acting on behalf of others to cover legal liability resulting from their negligence or a breach of their duty of care. Examples of professions where this would be required include consultants, lawyers, doctors, accountants and insurance brokers.

Product Liability (optional) – The purpose of a Product Liability policy is to provide the insured with protection against losses arising out of the defective nature of the insured's products. The protection provided by this policy usually extends to losses or damage sustained by third parties as a result of use of the insured's product.

3.3 Period of Contract and Termination

The Contract is to be completed on supply of the Requirements and by the target project completion date is 31 December 2020.

4 Special Conditions of Contract

4.1 Advertisements and Promotions on Site

The Contractor may erect on the Site or permit to be erected on Site only those signs:

- a) required by law;
- b) specified in the Contract documents; and
- c) required to identify the Contractor's premises

The Contractor shall not erect on Site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Principal.

4.2 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.

4.3 Documents Generally, Drawings and Specifications

4.3.1 Copies of Documents

Where the Contractor requires copies of documents in addition to its entitlements in preparing this tender, such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

4.3.2 Drawings

The drawings comprise the following

- Concept Design Report
- Feature Survey

and any additional drawings supplied to the Contractor during the progress of the works.

4.4 Environmental Protection

4.4.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extend it necessary to satisfy the requirements of the

Shire of Dandaragan in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

4.4.2 Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Principal relating to the storage of materials, the interruption of existing services and facilities, and any other regulations in force on the Site;
- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- c) Obtain written approval from the Principal for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Principal;
- e) Ensure that no fire shall be lit without the written approval of the Principal; and
- f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Principal.

4.4.3 Soil Erosion

The contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

4.4.4 Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.4.5 Smoking on Construction Sites

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

- a) in Site Offices, lunchrooms or enclosed toilet facilities; and
- b) inside existing premises that are designated as "no smoking" areas.

4.5 Contractor's Representative

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

4.6 Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.7 Materials, Labour and Constructional Plan

4.7.1 Workmen's Amenities

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works

Occupation of any part of the works and Site for the provision of Workmen's Amenities shall not be permitted without the prior written approval of the Principal.

4.8 Materials and Work

4.8.1 Regulations

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Principal with another copy kept on Site by the Contractor.

4.8.2 Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

4.8.3 Trade Names

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Principal the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Principal.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

4.8.4 Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Principal in writing, its Safety Management Plan.

4.8.5 Induction Training

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.8.6 Pre-Job Planning

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Principal a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

4.8.7 Site and Public Security

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

During the period of the contract the overnight security of the building is to be ensured by the Contractor, ensuring that the outer doors of the building are locked at the end of each day.

4.8.8 Occupied Sites

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Principal will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

4.8.9 Services Installation

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

4.8.10 Working Hours

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

Between 7.00am and 5.00pm

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works

4.8.11 Schedule of Warranties

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract.

4.8.12 Brands of Material Schedules

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Principal of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the selections of materials required. The Contractor shall not depart from the brands or makes nominated in its advice to the Principal unless he has been authorised by the Principal to do so.

If the Contractor fails to notify the Principal within the specified time of the brand or make of materials he intends to use, the Principal may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Principal and shall add no claim for any extra costs incurred.

4.8.13 Goods and Services Tax (GST)

For the purposes of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "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 Taxation's 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.

- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

4.8.14 Payment of Industry Training Fund Levy

The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and Levy Collection Act 1990.

The Contractor shall pay all levies required to be paid under this Act.

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of Dandaragan
69 Bashford Street
JURIEN BAY WA 6516

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

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 03/2020 JURIEN BAY SKATE PARK

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

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

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

Dated this _____ day of _____ 20 _____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

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

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide photographic evidence that they hold all relevant and current licences, trade certifications, registrations and qualifications required to perform the works required under the Tender Specifications Scope of Works Part 2	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with the Quality Assurance requirement for this Request.	Yes / No
e) Compliance with the Delivery Date.	Yes / No
<p>f) Risk Assessment</p> <p>Tenderers 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 your 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</i> 	Yes / No

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(including name and address) of your Principal.

- vii) 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.*
- viii) 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.*
- ix) 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 which any conflict will be dealt with.*
- x) Are you presently able to pay all your debts in full as and when they fall due?*
- xi) 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.*
- xii) In order to demonstrate your financial ability to undertake this contract, include a profit and 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.*

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer 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.

5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

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

<p>A. Relevant Experience</p> <p>Tenderers must address the following information in an attachment and label it “Relevant Experience”:</p>	<p style="text-align: center;">Weighting</p> <p style="text-align: center;">20%</p>	
<ul style="list-style-type: none"> a) <i>Provide details of similar work.</i> b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i> c) <i>Provide details of issues that arose during the project and how these were managed.</i> d) <i>Demonstrate competency and proven track record of achieving outcomes.</i> e) <i>Project reference sheet.</i> 	<p style="text-align: center;">“Relevant Experience”</p>	<p style="text-align: center;">Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

<p>B. Local Content</p> <p>The Shire requires a demonstrated commitment to using local contractors/businesses, wherever possible.</p> <p>Tenderers must address the following information in an attachment and label it “Local Content”</p>	<p style="text-align: center;">Weighting</p> <p style="text-align: center;">20%</p>	
<ul style="list-style-type: none"> a) Provide details that demonstrates commitment for the engagement of local contractors and/or businesses to provide goods and services relating the project requirements. 	<p style="text-align: center;">“Local Content”</p>	<p style="text-align: center;">Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

<p>C. Demonstrated Understanding</p> <p>Tenderers must address the following information in an attachment and label it “Demonstrated Understanding”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>15%</p>	
<p>a) <i>A project schedule/timeline (where applicable).</i></p> <p>b) <i>The process for the delivery of the Goods/Services.</i></p> <p>c) <i>Training processes (if required); and</i></p> <p>d) <i>Demonstrated understanding of the Scope of Work.</i></p>	<p>“Demonstrated Understanding”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>Supply details and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding”.</p>		

<p>D. Key Personnel Skills and Experience</p> <p>Tenderers must address the following information in an attachment and label it “Key Personnel Skills and Experience”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>10%</p>	
<p>a) <i>The Tenderer’s role in the performance of the Contract.</i></p> <p>b) <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i></p>	<p>“Key Personnel”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.</p>		

<p>E. Tenderer’s Resources</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer’s Resources”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p>Weighting</p> <p>10%</p>	
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<p>a) <i>Plant, equipment and materials.</i></p> <p>b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></p> <p>c) <i>OHS Survey.</i></p> <p>d) <i>Safety Record.</i></p> <p>e) <i>Resources Schedule.</i></p>	<p>“Tenderer’s Resources”</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Tenderer’s Resources”.</p>		

5.3 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 Price Basis

Are you prepared to offer a fixed price?	Yes / No
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5.3.2 Pricing Information**SCHEDULE OF RATES FOR LABOUR AND DAYWORKS**

The Tenderer shall list below the hourly rates payable for various occupational groups which may be employed on the Site including any applicable Goods and Services Tax (GST).

ITEM	RATE PER HOUR (ex GST)	GST Component	RATE PER HOUR (inc GST)
Supervisor	\$	\$	\$
Plant Operator	\$	\$	\$
Labourer	\$	\$	\$

SCHEDULE OF RATES FOR PLANT HIRE

Tenderers shall list the hourly rates for the hire of all types of constructional equipment used on the Site for any portion of the construction works.

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The rates shall include allowance for an experienced operator, fuel consumable stores, maintenance, overheads, GST and profit and are for the plant specified or equivalent, based on the Contractors standard working week.

ITEM	RATE PER HOUR (ex GST)	GST Component	RATE PER HOUR (inc GST)

5.3.3 Price Schedule**PRICE SCHEDULE**

Item #	Description	Amount (ex GST)
1.	Preliminaries	
Stage 1		
2.	Finalise Designs & Construction Drawings	
3.	Engineering certifications, building approval plans, licenses and associated costs.	
4.	Final clearing including turf removal to stockpile area at Jurien Bay Sports Ground	
5.	Other Stage 1 Costs: <i>Tenderer to Insert details</i>	
Stage 2		
6.	Skate Park Construction Concrete Works Including all preparation, formwork, supply, plant, labour, placement, reinforcement, vibration, finishing off and joint work of all concrete works (including footings), rails and steelwork, as shown and detailed in final concept drawings, class 1 'burnished' finish in accordance with specification document. (excluding provisional sums)	
7.	'As Constructed' documentation	
Provisional Sums		

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8.	Lighting tower and luminary design, connection to mains and installation (to achieve foot candle readings between 10 and 20) including controller for times of operation. Fitted with conduits for CCTV.	
9.	Concrete access ramp and stairway as depicted in the final concept drawings.	
10.	Feature timber balustrading as depicted in the final concept drawings – approx. 58.5 lineal metres	
11.	Custom timber seating as depicted in the final concept drawings	
12.	Drink Fountain including plumbing works	
13.	Bicycle Rack including installation	
14.	Design, supply and installation of stencilled artwork to skate park surfaces	

*The Principal offers no guarantee of quantities of the products required.