



SHIRE OF DONNYBROOK BALINGUP



REQUEST FOR QUOTE

Request for Quote (RFQ)	Management of the Donnybrook Transit Park
Deadline	4.00pm (WST) Thursday 14 March 2019
Address for Delivery	records@donnybrook.wa.gov.au
RFQ Number	RFQ 220/2019

TABLE OF CONTENTS

1	SHIRE'S REQUEST	4
1.1	CONTRACT REQUIREMENTS IN BRIEF	4
1.2	QUOTE DOCUMENTS	4
1.3	DEFINITIONS	4
1.4	HOW TO PREPARE YOUR QUOTE	5
1.5	CONTACT PERSON	5
1.6	SITE INSPECTION	5
1.7	EVALUATION PROCESS	5
1.8	SELECTION CRITERIA	6
1.9	SHIRE'S POLICIES THAT MAY AFFECT SELECTION	9
2	CONDITIONS OF QUOTING	10
2.1	CODE OF PRACTICE	10
2.2	DELIVERY METHOD	10
2.3	LODGEMENT OF QUOTES	10
2.4	REJECTION OF QUOTES	10
2.5	LATE QUOTES	10
2.6	ACCEPTANCE OF QUOTES	10
2.7	ALTERNATIVE QUOTES	10
2.8	MONETARY VALUES	11
2.9	SITE ALLOWANCES	11
2.10	DISCLOSURE OF CONTRACT INFORMATION	11
2.11	QUOTE VALIDITY PERIOD	11
2.12	PRECEDENCE OF DOCUMENTS	11
2.13	QUOTERS TO INFORM THEMSELVES	11
2.14	ALTERATIONS	11
2.15	RISK ASSESSMENT	11
2.16	OWNERSHIP OF QUOTES	12
2.17	CANVASSING	12
2.18	IDENTITY OF THE PERSONS WHO QUOTE	12
2.19	QUOTE OPENING	12
2.20	COSTS OF QUOTING	12
2.21	REFERENCES	12
2.22	PUBLICITY	12
2.23	IN-HOUSE QUOTES	12
3	SPECIFICATION	13
3.1	INTRODUCTION	13
3.2	BACKGROUND INFORMATION	13
3.3	PERIOD OF CONTRACT	14
3.4	SCOPE OF WORK	14
4	PERSON WHO QUOTES OFFER	16
4.1	FORM OF QUOTE	16
4.2	PERSON WHO QUOTES RESPONSE	17
4.3	SELECTION CRITERIA	18
5	GENERAL CONDITIONS OF CONTRACT	22

5.1	GOVERNING LAW	23
5.2	DEFINITIONS	23
5.3	QUALITY OF SERVICES	23
5.4	PATENT RIGHTS	24
5.5	SETTLEMENT OF DISPUTES	24
5.6	TIME	25
5.7	SUPPLY OF SERVICES BY ORDER	25
5.8	STAMP DUTY	25
5.9	GOODS AND SERVICES TAX	25
5.10	PRICE VARIATIONS	26
5.11	SECURITY DEPOSIT	27
5.12	ASSIGNING OR SUBLETTING	27
5.13	TERMINATION OF CONTRACT	27
5.14	FAILURE TO SUPPLY	28
5.15	POWER TO ACT FOR THE SHIRE	28
5.16	VARIATION OF CONTRACT TERMS	28
5.17	SUSPENSION OF PAYMENTS	28
5.18	DEDUCTION OF CHARGES OR DEBTS	28
5.19	PAYMENT	29
5.20	SERVICE OF NOTICES	29
5.21	CONTRACTOR TO INFORM ITSELF	29
5.22	COMPLYING WITH STATUTORY REQUIREMENTS	30
5.23	PROPERTY DAMAGE AND PUBLIC RISK	30
5.24	ACCIDENT OR INJURY TO EMPLOYEES	30
5.25	INSURANCE	31
5.26	WARRANTIES	31
5.27	INDUSTRIAL AWARDS	32
6	SPECIAL CONDITIONS OF CONTRACT	33
6.1	GENERAL	33
6.2	INSPECTION AND PROVISIONS OF INSURANCE POLICIES	33
6.3	CONTRACTOR INDUCTION	33
7	APPENDIX	34
7.1	A – PLAN OF THE DONNYBROOK TRANSIT PARK & ARIEL PHOTOGRAPH	34

1 SHIRE'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire is seeking person(s) will the skills, experience and capacity to manage its Donnybrook Transit Park located at 17521 Reserve Street Donnybrook in the area known as Egan Park.

A full statement of the Requirements under the contract appears in the Specification - Part 3.

1.2 QUOTE DOCUMENTS

This Request for Quote is comprised of the following parts:

- (a) Part 1 – Shire's Request (read and keep this part);
- (b) Part 2 – Conditions of Quoting (read and keep this part);
- (c) Part 3 - Specification (read and keep this part);
- (d) Part 4 – Person who Quotes Offer (**complete and return this part**);
- (e) Part 5 – General Conditions of Contract (read and keep this part);
- (f) Part 6 – Special Conditions of Contract (read and keep this part);
- (g) Part 7 – Appendix A – Plan of the Donnybrook Transit Park with Arial Photograph.

1.3 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 Quote;
Deadline:	The deadline for lodgement of your Quote;
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 5;
Contractor	Means a Persons who quote whose offer has been accepted by the Shire with or without modification.
Offer:	Your offer to be selected to supply the Requirements;
Principal or the Shire:	Shire of Donnybrook-Balingup
Request or RFT or Request for Quote:	This document;
Requirements:	The services requested by the Shire;
Selection Criteria:	The criteria used by the Local Government in evaluating your Quote;
Special Conditions:	The additional contractual terms;
Specification:	The statement of Requirements that the Local Government request you to provide if selected.
Quote:	Your completed Offer form, response to the Selection Criteria and Attachments;
Person who Quotes:	Someone who has or intends to submit an offer to the Local Government.

1.4 HOW TO PREPARE YOUR QUOTE

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete the Offer (Part 4) in all respects and **attach all your Attachments**.
- (d) Make sure you have signed the Offer form and responded to all of the Selection Criteria.
- (e) Lodge your Quote before the Deadline.

1.5 CONTACT PERSON

Persons who quote should not rely on any information provided by any person(s) other than those listed below:

Name:	Leigh Guthridge
Title:	Manager Development and Environmental Services
Telephone:	(08) 9780 4206
Facsimile:	(08) 9731 1677
Email:	Leigh.guthridge@donnybrook.wa.gov.au

Any requests for information or clarification should be in writing in the first instance and may be subject of an Addendum to this Request.

No requests for information or clarification to the Quote Documents will be accepted later than three (3) working days prior to the Deadline of this Request.

1.6 SITE INSPECTION

Persons who quote may visit the site to familiarise themselves with the location and the current facilities. The site is not restricted. A key will be required to enter the ablution facility and this is available from the Shire Office.

1.7 EVALUATION PROCESS

This is a Request for Quote (RFQ).

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

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

- (a) Quotes are checked for completeness and compliance. Quotes that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Quotes are assessed against the Selection Criteria. Contract costs are evaluated, eg quoted prices and other relevant whole-of life costs are considered.
- (c) The most suitable person who quotes may be short listed and may also be required to clarify the quote, 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 person.

A contract may then be awarded to the person who quotes, whose quote is considered the most advantageous quote to the Shire.

1.8 SELECTION CRITERIA

The Contract will be awarded to the person who quotes that best demonstrates the ability to provide quality products/services at a competitive price. The quoted prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Shire.

Although price will be considered, the quote containing the lowest price will not necessarily be accepted, nor will the Quote ranked the highest on the qualitative criteria.

COMPLIANCE CRITERIA

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

QUALITATIVE CRITERIA

In determining the most advantageous Quote, the Evaluation Panel will score each person who quotes against the qualitative criteria as detailed below and within Part 4 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Shire places on the technical aspects of the goods or services being purchased.

NOTE: It is essential that persons who quote address each qualitative criterion.

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

Before responding to the following qualitative criteria, Persons who quote must note the following:

- Persons who quote are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Persons who quote are to provide full details for any claims, statements or examples used to address the qualitative criteria;
- Persons who quote are to address each issue outlined within a qualitative criterion; and
- In determining the most advantageous quote, the Evaluation Panel will score each person who quotes against the qualitative criteria as follows;

Qualitative Criteria	Weighting
<p>(A) Key Personnel Skills, Experience and Capacity Quoters are to provide information as required below in an <u>Attachment</u> and label it “Key Personnel Skills, Experience and Capacity”:</p> <ul style="list-style-type: none"> • Provide details of the person(s) and or employees/subcontractors who will be involved in the operations of complying with the contract; • Demonstrate that you (or your entity) has the resources and the capacity to deliver the requirements of the contract; • Detail your (or your entity) experience in managing caravan/transit parks or other public facilities; • Provide details of how problematic issues that may have arose during your (or your entity) previous experience in managing caravan parks or other public facilities and how you managed and resolved the situation. • Confirm your understanding of the importance of customer service and detail any training in customer service that you and/or your employees/subcontractors have undertaken; • Demonstrate your understanding of the <i>Caravan Parks and Camping Ground Act 1995</i> and associated Regulations; 	15%
<p>(B) Submitting Monthly Data Collection Quoters are to describe how they are to deliver the required information to the Shire on a monthly basis as per the criterion below in an <u>Attachment</u> and label it “Submitting Monthly Data Collection”</p> <ul style="list-style-type: none"> • You are required for each individual booking, record the following information and reconcile it ‘daily’ to total income: <ul style="list-style-type: none"> - Category of site (powered/unpowered) - Site number - No of persons - No of nights - Address of persons with postcode - Income received - Vehicle registration (if applicable) • Provide an example of the template or system used to deliver the above information and describe the computer program that you will submit your data electronically to the Shire. 	20%
<p>(C) Location of Shop Front and Availability Quoters are to detail the location where it can service Patrons in respect to the requirements of the Contract, detail the quoters presence at the shop front in the 7 day week cycle (i.e. how many hours per day) and detail how quickly the quoter can mobilise to the Transit Park when required in an Attachment and label it “Location of Shop Front and Availability”</p>	15%

PRICE CONSIDERATIONS

Criteria	Weighting
(D) Quoted Price	50%

PRICE BASIS

All prices for goods & services offered under this Request shall be subject to the Perth Consumer Price Index (CPI) – March quarter percentage change from the corresponding quarter from the previous year. It is the responsibility of the Contractor to claim for CPI prior to the new financial year.

PRICE OFFERED

The contractor is required to price the requirements of the contract in two parts as per the Pricing Schedule in Part 4 to enable the Shire to choose which pricing methodology is advantageous to the Shire.

Contractor Rates

Confirm a rate as detailed in the price schedule. The contractor rates are defined as follows:

- Daily Booking Fee – A daily charge to the Shire for taking bookings regardless of how many bookings are taken.
- Administration Fee – The rate for the Contractor to reconcile all the booking information into an electronic form and send to the Shire on a monthly basis as required by Part B of the qualitative criteria page 20 of 34 of this RFQ document.
- Hourly Cleaning Rate – The hourly cleaning rate for cleaning services for labour. Based on existing cleaning patterns, the successful contractor should allow to undertake approx. 20 hours per month of cleaning.
- Call Out Fee - A flat fee charged when the Contractor is called out to unforeseen 'patron management' issues for up to one hour. If the Contractor is required to be onsite for more than one hour, then the hourly management fee is paid pro rata for the time attended as for the criteria below.
- Hourly Management Fee – The hourly fee for 'patron management' that may arise from time to time that requires the Contractor to 'go onsite' to resolve antisocial behaviour, undertaking simple maintenance to infrastructure and housekeeping responding to urgent complaints etc. Issues that can be resolved from the contractors 'office/shop' do not form part of the scope for this fee.

Reimbursement of Cleaning Materials – In addition to the payment options above, the contractor will be responsible to supply all cleaning materials and consumables and invoice the Shire for the cost of these items and supply a receipt to validate the cost of these items. This will apply to both payment methodologies Parts A and B depending on which option is chosen by the Shire. It is expected that less than \$800 will be required for cleaning materials.

1.9 SHIRE'S POLICIES THAT MAY AFFECT SELECTION

The following local government policies may affect this selection:

- **Policy No. 2.26 - "Purchasing and Quote Policy"**
- **Policy No 4.2.1 - "Use of Contractors - Occupational Safety & Health"**
- **Policy 2.21 – "Regional Price Preference"**

Persons who quote are advised that these policies can be downloaded from Council's website at:

<http://www.donnybrook-balingup.wa.gov.au/our-council/policies/>

2 CONDITIONS OF QUOTING

2.1 CODE OF PRACTICE

Nil

2.2 DELIVERY METHOD

Quotes must be submitting by electronic mail to records@donnybrook.wa.gov.au.

2.3 LODGEMENT OF QUOTES

The Quote must be lodged by the Deadline. The Deadline for this Request is 4.00pm on Thursday 14 March 2019.

The Quote must be clearly endorsed with the quote number and titled as shown on the front cover of this Request;

Persons who quote must ensure that they have provided a signed copy of their Quote.

2.4 REJECTION OF QUOTES

A Quote may be rejected without consideration of its merits in the event that it is not submitted before the Deadline or at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

2.5 LATE QUOTES

Quotes received after the Deadline may not be accepted for evaluation.

2.6 ACCEPTANCE OF QUOTES

Unless otherwise stated in this Request, Quotes may be for all or part of the Requirements and may be accepted by the Shire either wholly or in part. The Shire is not bound to accept the lowest Quote and may reject any or all Quotes submitted. The quote shall be deemed to be accepted when the Shire provides written notification of such acceptance to the successful person who quotes.

GENERAL CONDITIONS OF CONTRACT

Quotes shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract as per Part 5.

PRESENTATION OF QUOTED DOCUMENTS

The Specification has been collated by mechanical means and persons who quote should check to ensure that it includes all pages which are numbered consecutively and that all supplements referred to are also included.

Supplements that have been referred to in any section of the Specification are included at the back of the document and shall be read with the section to which they refer.

2.7 ALTERNATIVE QUOTES

All Alternative Quotes shall be accompanied by a conforming Quote.

Quotes submitted as Alternative Quotes or made subject to conditions other than the General and Special Conditions of Contract shall in all cases arising be clearly marked "ALTERNATIVE QUOTE".

The Shire may in its absolute discretion reject any Alternative Quote as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a person who quotes letter or quotation form will not be binding on the Shire in the event of a Contract being awarded unless the Quote is marked as an Alternative Quote.

2.8 MONETARY VALUES

Monetary values that appear in the Quote, such as provisional sums, prime cost amounts, value of Shire supplied items, etc. are net values. They do not include the Goods and Services Tax (GST). All prices submitted shall be in Australian Currency.

2.9 SITE ALLOWANCES

This contract is not subject to adjustment for site allowances.

2.10 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.

2.11 QUOTE VALIDITY PERIOD

The Quote shall remain binding for ninety (90) calendar days from the date of the Quote closing or forty-five (45) days from the Council's acceptance of the Quote whichever is the later

2.12 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 shall have precedence.

2.13 QUOTERS TO INFORM THEMSELVES

Persons who quote shall be deemed to have:

- (a) Examined the Request and any other information available in writing to the persons who quote for the purpose of quoting;
- (b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Quote which is obtainable by the making of reasonable enquires;
- (c) Satisfied themselves as to the correctness and sufficiency of their Quotes including Quoted 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; and
- (d) Acknowledged that the Shire may enter into negotiations with a chosen person who quotes. Negotiations shall be carried out in good faith.

The Shire is not liable for (and each person who quotes, by lodging a Quote, releases the Shire to the fullest extent permitted by law from any claim regarding) any incorrect or misleading information or omission to disclose information in or in relation to any part of this Request and the appendices to this RFQ document and any document referred to in this Request.

2.14 ALTERATIONS

The person who quotes shall not alter or add to the Request documents unless required by these Conditions of Quoting.

The Shire shall issue an addendum to all parties where the Shire considers matters of significance make it necessary to amend the issued Request documents before the Deadline.

2.15 RISK ASSESSMENT

The Shire may have access to and give consideration to:

- (a) Any risk assessment undertaken by any other credit rating agency; and
- (b) Any information produced by the Bank, financial institution, or accountant of a person who quotes;

So as to assess that quote and may consider such materials as tools in the quote assessment process.

2.16 OWNERSHIP OF QUOTES

All documents, materials, articles and information submitted by the person who quotes as part of or in support of a Quote shall become upon submission the absolute property of the Shire and will not be returned to the person who quotes at the conclusion of the Quote process PROVIDED that the persons who quote shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

2.17 CANVASSING

If a persons who quote, whether personally or by an agent, canvasses any of the Shire's commissioners, councillors, elected members (as the case may be), officers agents or Shire's representatives with a view to influencing the acceptance of any Quote made by it or any other Quote, then regardless of such canvassing having any influence on the acceptance of such Quote, the Shire may at its discretion omit the Quote from consideration.

2.18 IDENTITY OF THE PERSONS WHO QUOTE

The identity of the person who quotes and the Contractor is fundamental to the Shire. The persons who quote shall be the person, persons, corporation or corporations named as the persons who quote in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Quote, the persons who quote shall become the Contractor.

2.19 QUOTE OPENING

Nil

2.20 COSTS OF QUOTING

The Shire will not be liable for payment to the person who quotes for any costs, losses or expenses incurred by the persons who quote in preparing their offer.

2.21 REFERENCES

The Shire may have access to and give consideration to any reference checks undertaken as part of the selection criteria in ascertaining any qualities that are relevant to the proposed contract.

2.22 PUBLICITY

Persons who quote must not make any public statements or releases to the media concerning the quote during the quote period.

2.23 IN-HOUSE QUOTES

The Shire does not intend to submit an in-house quote.

3 SPECIFICATION

3.1 INTRODUCTION

The Shire is seeking person(s) with the skills and experience to manage its Donnybrook Transit Park (The Transit Park) located at 17521 Reserve Street Donnybrook in the area known as Egan Park.

The Transit Park currently has the following facilities:

- 10 powered Sites – hard stands;
- 20 non powered Sites;
- Ablution facility with 4 cubicles consisting of a shower, toilet and hand wash basin meets disability access requirements;
- 2 non accessible public toilets;
- Laundry;
- Outdoor kitchen – shelter and BBQ;
- Connected to infill sewer and includes a 'Dump Point';
- Sealed road access;
- Connected to Scheme water.

3.2 BACKGROUND INFORMATION

The existing contract that has been in place since 2013 terminates on the 1 May 2019. Council has resolved to seek quotes to for a similar service to managing the Transit Park.

Issues

- The Shire reviews the fees and charges annually for camping at the Transit Park. The Shire will inform the contractor the annual fees and charges set by Council and the contractor will commence charging the applicable fees from the date of formal confirmation from the Shire.
- In accordance with The *Caravan Parks and Camping Grounds Regulations 1997* the facility is classified as a Transit Park and the *Regulations* state that an occupier (camper) may stay no longer than 3 consecutive nights at this facility.
- The Shire has received the following income from the Transit Park since commencement of the operation:
 - 2009/10 - \$18,793
 - 2010/11 – \$19,544
 - 2011/12 – \$26,210
 - 2012/13 – \$30,550
 - 2013/14 – \$28,117
 - 2014/15 - \$35,850
 - 2015/16 – \$43,635
 - 2016/17 – \$31,568
 - 2017/18 – \$37,868
- Occupancy rate for the Transit Park is estimated to be approximately 30% for powered sites amortised over the year. Noting that the Transit Park is likely to have a high booking rate for long weekends, Easter, school holidays, Christmas, festivals and other events in Donnybrook.

- Seasonally travellers such as 'Backpackers' will visit the area typically during the fruit picking season. Other 'accommodation providers' that are serviced and equipped to accommodate Backpackers may at times reach capacity. Pressures to use the Transit Park may arise from time to time and the Contractor will be required to manage this.
- When the Donnybrook Apple Festival or other special events are held at Egan Park, the Shire may permit other groups to take over management (inclusive of income received) of the Egan Park which includes the Transit Park. This is not expected to occur more than twice annually.

Future Considerations

The Shire is investigating changing the classification of the Transit Park to a Caravan Park (Camping Ground Licence). It is not known at this time when this may occur but will be subject to further feasibility. The change of classification of the facility may include changes to the contract subject to negotiation with the Contractor or termination of the Contract. See Part 5 - Clause 5.13.5 of the General Conditions of Contract

3.3 PERIOD OF CONTRACT

The contract will be for a period of three (3) years commencing the 2 May 2019 and terminating 2 May 2022. There will be no extensions available to the contractor after this time.

3.4 SCOPE OF WORK

The responsibilities of the Contractor and the Shire are as follows:

CONTRACTOR

- Operate and manage the booking system for the Transit Park;
- Collect fees, issue receipts and record other information as required on behalf of the Shire and keep and provide records of all financial transactions as described in the qualitative criteria. Fees and other required information to be forwarded to the Shire within 1 week following the end of the preceding month;
- Answering telephone enquiries relating to the Transit Park bookings and facilities;
- Coordinating check-ins and check-outs;
- Cleaning ablutions and grounds on a daily basis when in use or as required by the Shire;
- Supplying all cleaning materials, consumables and equipment;
- Control the opening, closing and cleaning of the public toilets (within the ablution facility at the Transit Park) when required including the management of keys if applicable;
- Assisting all patrons and the general public in a courteous manner;
- Provide laundering facilities including a coin operated washing machine and dryer. The money deposited into these machines and the property of the machines remains that of the contractor. The Contractor is required to report monthly how much income is received from these coin operated machines. All maintenance and repairs of these machines is the responsibility of the contractor;
- Ensure that all information relating to the use of the Transit Park or supplied by Council for distribution, is provided to patrons;
- Respond to all after hour's emergency maintenance issues. Coordinate contractors from the shire's preferred supplier list to resolve the issue. Inform the Shire representative.
- Manage patron's complaints and any anti-social behaviour relating to the operations of the Transit Park;
- Place mobile garbage bins (MGB's) to the designated area for routine collection by the Shire's MGB collection contractor.

- The contractor's shop/office front is to be located within the Donnybrook CBD so that bookings can be taken from a central location from passing traffic and also be able to respond quickly to any operational issues that may arise from time to time;
- Assisting the Shire in developing relevant policies and rules for the facility if and when appropriate; and
- Report maintenance requests as soon as possible to the Shire.

SHIRE

- Provide refuse receptacles and refuse collection
- Provide updates of relevant information to the Transit Park operations including review of fees and charges, promotional material, development of policies and rules of the Transit Park etc.
- General building and ground maintenance/repairs and any capital improvements as determined by the Shire
- Provision of power, water & sewerage and payment of rates thereof
- Setting of fees

4 PERSON WHO QUOTES OFFER**4.1 FORM OF QUOTE**

The Chief Executive Officer
Shire of Donnybrook Balingup
PO Box 94
DONNYBROOK WA 6239

I/We _____

(BLOCK LETTERS)

of _____

(ADDRESS)

ABN/GST Status _____

ACN (if any) _____

Telephone No: _____

Facsimile No: _____

E-mail (if any): _____

In response to RFQ 220/2019 –

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 Quoting contained in this Request signed and completed.

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

I/we have examined, and I/we agree that this Quote shall remain binding on me/us for ninety (90) calendar days from the date of the Quote closing or forty-five (45) days from the Council's acceptance of the Quote whichever is the later unless extended on mutual agreement between the Principal and the persons who quote in writing and shall not be withdrawn during that period.

The quoted consideration is as provided under the price schedule in the prescribed format and submitted with this Quote.

In accordance with the Request supplied to me/us for the purpose of quoting hereby offer the following Price:

SUBMITTED QUOTE

Daily Booking Fee \$ _____ **excluding GST**

Administration Fee \$ _____ **excluding GST**

Hourly Cleaning Rate \$ _____ **excluding GST**

Call Out Fee \$ _____ **excluding GST**

Hourly Management Fee \$ _____ **excluding GST**

Dated this _____ day of _____ 2019

Signature of authorised signatory of persons who quote: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

4.2 PERSON WHO QUOTES RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant Attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 4 are to be completed and returned to the Shire as they form part of your quote submission).

REFEREES

Attach 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"/>
-----------------------------------------------------------------------------------------------------------------------------------------------	-------------------	----------------------------------------------

AGENTS

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

TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "Trusts" : (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	"Subcontractors"	Tick if attached <input type="checkbox"/>

PART 4 COMPLETE AND RETURN THIS PART**CONFLICTS OF INTEREST**

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?	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"/>

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

INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. persons who quote 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 Shire within 14 days of acceptance .				“Insurance Coverage”	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Workers Comp					

4.3 SELECTION CRITERIA**COMPLIANCE CRITERIA**

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Quoting this Request.	Yes / No
(d) Compliance with the persons who quote Response for this Request.	Yes / No
(e) Compliance with all necessary Licences and Registrations.	Yes / No
(f) Compliance with and completion of the Price Schedule.	Yes / No

4.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, persons who quote must note the following:

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

Qualitative Criteria	Weighting
<p>(A) Key Personnel Skills, Experience and Capacity</p> <p>Quoters are to provide information as required below in an <u>Attachment</u> and label it “Key Personnel Skills, Experience and Capacity”:</p> <ul style="list-style-type: none"> • Provide details of the person(s) and or employees/subcontractors who will be involved in the operations of complying with the contract; • Demonstrate that you (or your entity) has the resources and the capacity to deliver the requirements of the contract; • Detail your (or your entity) experience in managing caravan/transit parks or other public facilities; • Provide details of how problematic issues that may have arose during your (or your entity) previous experience in managing caravan parks or other public facilities and how you managed and resolved the situation. • Confirm your understanding of the importance of customer service and detail any training in customer service that you and/or your employees/subcontractors have undertaken; • Demonstrate your understanding of the <i>Caravan Parks and Camping Ground Act 1995</i> and associated Regulations; 	15%
<p>(B) Submitting Monthly Data Collection</p> <p>Quoters are to describe how they are to deliver the required information to the Shire on a monthly basis as per the criterion below in an <u>Attachment</u> and label it “Submitting Monthly Data Collection”</p> <ul style="list-style-type: none"> • You are required for each individual booking, record the following information and reconcile it ‘daily’ to total income: <ul style="list-style-type: none"> - Category of site (powered/unpowered) - Site number - No of persons - No of nights - Address of persons with postcode - Income received - Vehicle registration (if applicable) • Provide an example of the template or system used to deliver the above information and describe the computer program that you will submit your data electronically to the Shire. 	20%
<p>(C) Location of Shop Front and Availability</p> <p>Quoters are to detail the location where it can service Patrons in respect to the requirements of the Contract, detail the quoters presence at the shop front in the 7 day week cycle (ie how many hours per day) and detail how quickly the quoter can mobilise to the Transit Park when required in an Attachment and label it “Location of Shop Front and Availability”</p>	15%

PRICE SCHEDULE

The Shire will select one of the two following payment options for the successful contractor to deliver the services in accordance with this contract.

Persons who quote must complete the following price schedules:

Schedule of Fees for specific duties to be undertaken at the Donnybrook Transit Park			
Contractor Fees Category	Rate Ex GST	GST	Rate Incl GST
Daily Booking Fee	\$ <i>(This figure is to be inserted on the Offer Form)</i>	\$	\$
Administration Fee	\$ <i>(This figure is to be inserted on the Offer Form)</i>	\$	\$
Hourly cleaning rate	\$ <i>(This figure is to be inserted on the Offer Form)</i>	\$	\$
Call Out Fee	\$ <i>(This figure is to be inserted on the Offer Form)</i>	\$	\$
Hourly Management Fee	\$ <i>(This figure is to be inserted on the Offer Form)</i>	\$	\$

PART 4

COMPLETE AND RETURN THIS PART

SUBCONTRACTORS TO BE USED	List Sub-Contractors
Yes/No	

NAME of Persons who quote:

SIGNATURE of Persons who quote:

DATE:

5 GENERAL CONDITIONS OF CONTRACT

1.	GOVERNING LAW	23
2.	DEFINITIONS	23
3.	QUALITY OF SERVICES	23
4.	PATENT RIGHTS	24
5.	SETTLEMENT OF DISPUTES	24
6.	TIME	25
7.	SUPPLY OF SERVICES BY ORDER	25
8.	STAMP DUTY	25
9.	GOODS AND SERVICES TAX	25
10.	PRICE VARIATIONS	26
11.	SECURITY DEPOSIT	27
12.	ASSIGNING OR SUBLETTING	27
13.	TERMINATION OF CONTRACT	27
14.	FAILURE TO SUPPLY	28
15.	POWER TO ACT FOR THE SHIRE	28
16.	VARIATION OF CONTRACT TERMS	28
17.	SUSPENSION OF PAYMENTS	28
18.	DEDUCTION OF CHARGES OR DEBTS	28
19.	PAYMENT	29
20.	SERVICE OF NOTICES	29
21.	CONTRACTOR TO INFORM ITSELF	29
22.	COMPLYING WITH STATUTORY REQUIREMENTS	30
23.	PROPERTY DAMAGE AND PUBLIC RISK	30
24.	ACCIDENT OR INJURY TO EMPLOYEES	30
25.	INSURANCE	31
26.	WARRANTIES	31
27.	INDUSTRIAL AWARDS	32

5.1 GOVERNING LAW

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

5.2 DEFINITIONS

5.2.1 In the Contract, except where the context otherwise requires:

'**Clause**' means a clause of these General Conditions.

'**Contract**' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Shire and the Contractor.

'**Contract Price**' means

- (a) Where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;
- (b) Where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;
- (c) Where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a) and (b),

But excluding any additions or deductions, which may be required to be made pursuant to the Contract.

'**Contractor**' means the person or persons, corporation or corporations, who contract to supply the Services the subject of the Contract.

'**Officer**' means any officer or person authorised by the Shire and notified to the Contractor as an authorised officer for the purpose of this Contract.

'**Shire**' means the Shire of Donnybrook-Balingup.

'**Services**' means the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

'**Specification**' means any Special Conditions, Technical Specification and Schedules forming part of the Contract; and such Specification shall be read with these General Conditions as an integral part of the Contract, but in the event of any inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

5.2.2 Unless the context otherwise requires, the singular in all cases includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

5.3 QUALITY OF SERVICES

5.3.1 All Services rendered shall conform to the Specification and the standards specified in the Contract.

5.3.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Shire shall consider appropriate.

- 5.3.3 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.
- 5.3.4 The Contractor shall employ only such persons as are careful skilled and experienced in their respective professions trades and callings who hold all necessary licences permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

5.4 PATENT RIGHTS

- 5.4.1 The Contractor shall indemnify and at all times keep the Shire indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.
- 5.4.2 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.
- 5.4.3 In the event of any claim being made or brought against the Shire in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Shire, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise therefrom and in the event of the failure by the Contractor so to do, the Shire shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Shire.

5.5 SETTLEMENT OF DISPUTES

- 5.5.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- 5.5.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.
- 5.5.3 Subject to the provisions of clause 5.2, any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).
- 5.5.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:
- (a) By an arbitrator mutually agreed upon between the parties; or
 - (b) In default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators,

In accordance with the provisions of the Commercial Arbitration Act 1985.

5.6 TIME

- 5.6.1 Services under the contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.
- 5.6.2 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Shire, upon the written application of the Contractor, may in its absolute discretion grant in writing.

5.7 SUPPLY OF SERVICES BY ORDER

- 5.7.1 The Contractor shall fulfil all orders for Services placed by the Shire during the term or currency of the Contract.
- 5.7.2 Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, the Shire shall not be required to take or accept all or any of the Services listed **EXCEPT** such of the Services as may be ordered by the Shire from time to time during the period of the Contract.
- 5.7.3 Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Shire shall not be required to take or accept the said nominated approximate quantity or value of Services.
- 5.7.4 The right is reserved for the Shire to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.
- 5.7.5 Nothing herein contained shall oblige the Shire to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Shire. The Shire shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

5.8 STAMP DUTY

The Shire shall pay all stamp duties in connection with the Contract.

5.9 GOODS AND SERVICES TAX

- 5.9.1 For the purposes of this clause:
- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of 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.
- "Supply", "taxable supply" and "tax invoices" have the same meanings as in the GST Act.
- 5.9.2 Where the supply of the Services or any part thereof is a taxable supply under the GST Act:
- (a) The Contract Price shall be inclusive of all applicable GST at the rate in force or the time being.
- (b) The obligation of the Shire to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Shire of a tax invoice in respect of the Contract Price,

or the relevant instalment thereof, which complies in all respects with the GST Act.

- (c) This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary, but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.

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

5.10 PRICE VARIATIONS

- 5.10.1 Contract prices shall be firm unless otherwise stated in the Contract.
- 5.10.3 Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Shire full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Shire may require to verify any claim for variation. All applications for variation must show in statement form the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item by item basis and shall be accompanied by all relevant determinations and documents in support of the claim.
- 5.10.3 Where the Contract price is the price ruling at date of performance of the Services the Contractor shall produce to the Shire evidence to verify each claim for payment.
- 5.10.4 Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.
- 5.10.5 Reductions affecting the Contract rates shall be notified by the Contractor to the Shire immediately they occur and the Contractor shall repay to the Shire the full amount of any overpayment made by the Shire within fourteen (14) days of the reduction being authorised by the Shire.
- 5.10.6 Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Shire as far in advance as practicable of the date from which the variation is sought to commence.
- (a) All variations approved by the Shire shall operate from a date determined by the Shire, which shall not be earlier than the date of the formal application for variation.
- (b) The onus shall be upon the Contractor to prove to the satisfaction of the Shire all details of any variation claimed.
- 5.10.7 In all matters of price variations (up or down) the Contractor shall make available to the Shire within the time specified by the Shire such information, records, facts and figures as the Shire shall require. Failure to supply the required information, records, facts and figures shall entitle the Shire to refuse the variation.
- 5.10.8 Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variation arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.

5.11 SECURITY DEPOSIT

- 5.11.1 Within the time limited in the Special Conditions of Contract the Contractor shall deposit with the Shire the Security in the amount and in the form (if any) set out in the Special Conditions of Contract. The Shire shall hold such Security as security for the due and proper performance and completion of the Contract, or until the Contract has been terminated in which event the Security shall become forfeited to the Shire.
- 5.11.2 If the Contract has not been terminated and Orders are not completed in accordance with the terms of the Contract, then the amount of loss and damage (if any) to the Shire caused thereby may be deducted from the Security and appropriated by the Shire.
- 5.11.3 Where the Contractor fails to deposit the Security within the said period the Shire may give to the Contractor notice in writing terminating the Contract and the Contract shall thereupon be deemed to be discharged.

5.12 ASSIGNING OR SUBLETTING

The Contractor shall not without the previous consent of the Shire in writing, assign transfer mortgage charge encumber sublet or sub contract the Contract, or any part thereof. The Contractor shall not assign transfer mortgage, charge, or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Shire being first obtained. Any consent shall not discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition any may be granted or withheld or made subject to conditions in the absolute discretion of the Shire.

5.13 TERMINATION OF CONTRACT

- 5.13.1 Where the Contractor
- (a) Fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
 - (b) Assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Shire being first obtained; or
 - (c) (If an individual) becomes bankrupt; or
 - (d) (If a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
 - (e) Makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
 - (f) Includes any statement fact information representation or material in its Quote which is false untrue or incorrect; or
 - (g) Fails in any manner to perform the Contract to the complete satisfaction of the Shire;

then, and in every such case, the Shire may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

- 5.13.2 All damages and expenses incurred by the Shire under or by virtue of the provisions of sub-clause 13.1 shall be ascertained and certified to by the Officer, and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Shire, and may be recovered from the Contractor in any Court of competent jurisdiction.
- 5.13.3 If the Contract is terminated the moneys which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and may be retained by the Shire.
- 5.13.4 Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.
- 5.13.5 If in the event that the Shire resolves to change the classification of the facility to a Caravan Park the Shire will have the option to terminate this agreement if there is a material change to how the facility will need to be managed where this agreement cannot apply. The Shire will provide 6 months' notice if the termination option is exercised,

5.14 FAILURE TO SUPPLY

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place the Shire may without being liable in any way to the Contractor obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source supplier or provider thereof. The existence of a state of emergency shall be determined by the Shire in its sole discretion.

5.15 POWER TO ACT FOR THE SHIRE

Anything to be done or performed by the Shire may be done and performed by any person duly authorised by the Shire.

5.16 VARIATION OF CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Shire in writing.

5.17 SUSPENSION OF PAYMENTS

Should the Contractor refuse or neglect to carry out the instructions of the Shire in regard to any matter connected with the Contract, the Shire may suspend all payments to the Contractor until such instructions have been complied with.

5.18 DEDUCTION OF CHARGES OR DEBTS

- 5.18.1 Without limiting the Shire's rights under the any of the foregoing clauses hereof any debt due from the Contractor to the Shire may be deducted by the Shire from any moneys which may be or thereafter become payable to the Contractor by the Shire, and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Shire to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

- 5.18.2 The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Shire from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Shire for the time being.

5.19 PAYMENT

- 5.19.1 The Shire shall pay or cause to pay to the Contractor, upon the certificate of the Officer, all sums of money due or to become due to the Contractor under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Contractor within fourteen days after the Officer has certified that the Contract has been satisfactorily completed. Failure by the Shire to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.
- 5.19.2 Where the Contract is a schedule of prices Contract to be executed at the rates or prices given in the Contract, then the Services shall be paid for at their schedule rates and not at the total amount of the Contractor's quote.
- 5.19.3 The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.
- 5.19.4 The Shire shall not be obliged to pay accounts of the Contractor unless received by the paying officer nominated on the Order.
- 5.19.5 All periods for payment of invoices shall be calculated from the date of preparation of the invoice.

5.20 SERVICE OF NOTICES

Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Shire or the Officer shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid cost to or is left at the address of the Contractor stated in its Quote at such other address as is notified in writing by the Contractor to the Shire.

5.21 CONTRACTOR TO INFORM ITSELF

- 5.21.1 The Contractor shall be deemed to have:
- (a) Examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Quoting, these General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Shire to the Contractor for the purpose of quoting; and
 - (b) Examined the site and its surroundings; and
 - (c) Satisfied itself as to the correctness and sufficiency of its quote and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

5.22 COMPLYING WITH STATUTORY REQUIREMENTS

- 5.22.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.
- 5.22.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational Health, Safety and Welfare Act 1984 and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.
- 5.22.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Shire specifying the departure from such provisions which he considers necessary to comply with such requirements.

5.23 PROPERTY DAMAGE AND PUBLIC RISK

- 5.23.1 Subject to the next succeeding paragraph of this clause, the Contractor shall indemnify and keep indemnified the Shire against all loss of or damage to the property of the Shire and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Shire, or the employees, professional consultants or agents of the Shire or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.
- 5.23.2 The Contractor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Shire of any provision of the Contract or any negligent act or omission of the Shire, or the employees, professional consultants or agents of the Shire or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

5.24 ACCIDENT OR INJURY TO EMPLOYEES

The Contractor shall indemnify and keep indemnified the Shire against liability for all loss or damage resulting from personal injury to or the death of (other than such injury or death resulting from any breach by the Shire of any of the provisions of the Contract or any negligent act or omission of the Shire, or the employees, professional consultants or agents of the Shire), the Contractor or of any sub-contractor occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract and against all claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto, whether at Common Law or under any statute.

5.25 INSURANCE

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

(a) Public Liability:

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

The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$20 million (AU\$20,000,000) in respect of Death, Property Damage and Bodily Injury.

(b) Workers Compensation:

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

5.25.2 The contractor is to provide the Shire with certificates of currency and/or a copy of the policy wording confirming as laid down within the quote document (if not mentioned, within seven (7) days) that the above insurance policies are in place for the entire contract period. Alternatively the contractor will provide annually evidence of valid insurance policies (as per above) as of the 1 July or a date as agreed by the Shire's representative.

5.25.3 The contractor at the discretion of the Shire may be required to provide the Shire with a risk management plan relating to the contract in accordance with AS/NZ 31000:2009 - Risk Management.

5.25.4 The contractor at the discretion of the Shire may be required to detail the Shire as a joint named insured under some or all of the insurances detailed under clause 35.1 and/or detail the Shires interest by way of notation on certificates of currency.

5.26 WARRANTIES

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Shire will have the benefit of the warranties. The Contractor shall ensure that the Shire will have the benefit of any warranties specified in the Contract that are obtained by the sub-contractors of the Contractor.

5.27 INDUSTRIAL AWARDS

- 5.27.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract as per Section 5.25.2.
- 5.27.2 Failure by the Contractor to comply with sub clause 27.1 hereof shall entitle the Shire by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Shire

6 SPECIAL CONDITIONS OF CONTRACT

6.1 GENERAL

The work shall be carried out in strict conformity with the requirements of the Specification and to approval of the Shire.

6.2 INSPECTION AND PROVISIONS OF INSURANCE POLICIES

Before commencing work under the contract, the Contractor shall provide evidence to the satisfaction of the Shire of the insurance's having been taken out for the purposes of this contract.

6.3 CONTRACTOR INDUCTION

The Contractor (and employees if applicable) shall participate in the Shire of Donnybrook Balingup contractor induction program (if not already done so) sponsored by the Local Government Insurance Service.



Scale: 1:1,500

Description

Donnybrook Transit Park - West of the Egan Park Oval

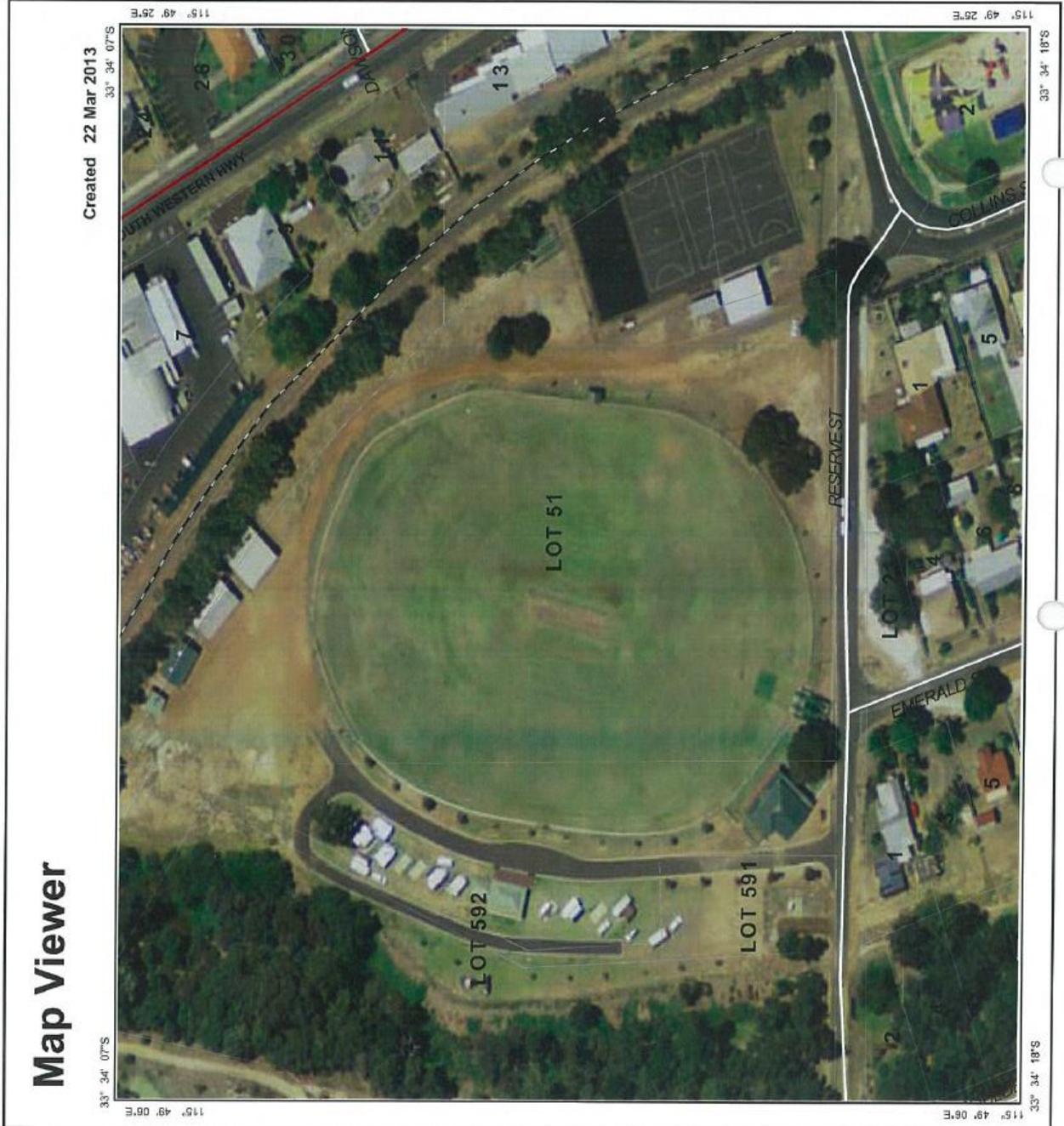
Map Projection: GDA 94 (Lat/Long)

Datum: Geocentric Datum of Australia 1994

1 Midland Square
Midland WA 6056
(08) 9273 7341
customerservice@landgate.wa.gov.au
www.landgate.wa.gov.au



© Western Australian Land Information Authority 2007



Map Viewer

Created 22 Mar 2013