



SHIRE OF
MERREDIN
INNOVATING THE WHEATBELT

REQUEST FOR QUOTE

RFQ Number	RFQ20 2024/25 – Minor Parks Landscaping and Maintenance
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Closing Day/Date & Time:	15 May 2025
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Submissions:	To be submitted through email to tenders@merredin.wa.gov.au
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Contact Details:	Manager Works and Services
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1. CONDITIONS OF RESPONDING

1.1. Project Executive Summary

The Shire is intending to contract out garden maintenance of identified parks and garden areas within the District and is seeking suitable contractors to undertake this work on behalf of the Shire. The Shire reserves the right to award separate contracts for each of the parks and garden areas identified. Tenderers may indicate which parks and garden areas they wish to be considered for, and do not have to provide a service for all listed parks and garden areas.

A full statement of the Goods/Services required under the proposed Contract appears in Section 3 Specification.

1.1.1 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.

1.1.2 Tenderers to inform themselves

Tenderers will be deemed to have:

- a) Examined this Request and any other information available in writing to Tenderers for the purpose of preparing a Response;
- b) Examined all further information relevant to the risks, contingencies and other circumstances having an effect on their Response which is obtainable by the making of reasonable enquiries;
- c) Satisfied themselves as to the correctness and sufficiency of their Response including submitted prices which will be deemed to cover the cost of complying with all the conditions of responding 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 Respondent and that negotiations are to be carried out in good faith;
- e) Tenderers should check to ensure that it includes all pages which are numbered consecutively and that all supplements referred to are also included; and
- f) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.2. Definitions

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

Alternative Response/ Alternative Quote:	Is a non-conforming tender response where an alternative solution is offered, a substitute product or service,
Councillors or Officers:	Elected and non elected employees of the Shire.
Conditions of Responding:	Section 1
Contractor:	Means the person or persons, corporation or corporations whose Request for Quote response is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of submissions, as detailed on the front cover of this Request for Quote

PART 2 – READ AND KEEP THIS PART

General Conditions of Contract/Contract:	Means the general conditions of contract provided by the Shire of Merredin.
Offer/Tenderers Offer:	Your offer to be selected to supply the Requirements.
Qualitative Criteria:	Section 2.4 of this document.
Part 5:	Respondents Offer
Principal/Client:	Shire of Merredin (Shire)
Price Schedule:	5.5.2 includes Schedule of Rates
RCTI:	Recipient Created Tax Invoice (RCTI) has the meaning prescribed in the GST Law
Regional Price Preference Policy:	A regional price preference is applied to a response, in accordance with the <i>Local Government (Functions and General) Regulations 1996</i>
Request OR RFQ OR Request for Quote:	This document.
Requirements:	The goods and/or services requested by the Principal.
/Respondent/s Tenderer/s:	Someone who has or intends to submit an Offer to the Principal
Response/Submission:	Completed Offer, response to Selection Criteria and attachments.
Safe Work Procedure:	Directions on how work is to be carried out safely and are required for all hazardous tasks performed at your workplace.
Selection Criteria:	The criteria used by the Principal in evaluating your submission.
Specification/s:	The statement of Requirements that the Principal requests you to provide if selected.
Superintendent:	Executive Manager Infrastructure Services
Terms and Conditions:	Terms and Conditions of this document and the Conditions of Contract for Goods and Services
Shire/s:	Shire of Merredin
WUC:	Works Under Contract – any or all tasks covered in the Requirements and Specifications of the contract.

1.3. Separate Documents

Appendix 1 – Locations of Parks and Gardens subject to this RFQ

Appendix 2 - Draft Contract

Appendix 3 -

1.4. Contact Person

Phone: (08) 9041 1611

Email: tenders@merredin.wa.gov.au

Any questions related to this RFQ request should be requested via email at tenders@merredin.wa.gov.au.

1.5. Lodgement of Response and Delivery Method

The submission must be lodged by the Deadline. The Deadline for this request is nominated on the front cover of this document.

The Shire only accepts electronic submissions via email. Submissions via facsimile, or post will not be accepted.

The Shire's required format for submissions is the completion of the Responders Template, included as Attachment 1.

The Shire's preferred format for the submission is a single PDF file readable by Adobe Acrobat Reader or Microsoft Office – 2007 and above applications, with all pages numbered consecutively and indexed.

Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file; such documentation shall be fully cross referenced to the appropriate section of the submission.

Respondents are responsible for ensuring they have completed the lodgement of their submission documents correctly. Respondents will receive a successful lodgement email notification from tenders@merredin.wa.gov.au to confirm what has been successfully submitted. The respondents must allow sufficient time to send large documents before the closing time.

In submitting Quotes via email, Respondents represent that they have taken reasonable steps to ensure that quote response files are free of viruses, worms or other disabling features which may affect the Principal's computing environment. Quotes found to contain viruses, worms or other disabling features may be excluded from the evaluation process.

1.6. Rejection of Responses

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

- a) it is submitted after the Deadline; or
- b) it is not submitted at the place specified in the Request for Quote; or
- c) the Tenderer does not submit an Offer form which has been completed and signed together with all the required Attachments.

A response may also be rejected if it fails to comply with any other requirements of the Request for Quote Submissions received after the Deadline, or in a place other than stipulated in this document, will not be accepted for evaluation.

1.7. Acceptance of Responses

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

1.8. Response Validity Period

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

1.9. Briefing / Site Inspection

As sites are easily accessible for viewing and are all in the public realm, there will be no formal site inspection or briefing. Tenderers are to make their own inspection and undertake their own due diligence of the sites subject to this RFQ.

1.10. Precedence of Documents

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

1.11. Alterations

The Tenderer must not alter or add to the Request documents unless required by these general conditions of Responding.

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

1.12. Ownership of Responses

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Response shall become, upon submission, the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Response process provided that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Terms and Conditions of this document or the Conditions of Contract for Goods and Services.

1.13. Canvassing of Officers

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

1.14. Costs of Quoting

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

2. SELECTION PROCESS SUMMARY

2.1. Selection Criteria

The Contract may be awarded to a single or multiple Tenderer(s) who best demonstrates the ability to provide quality products and or services at a competitive price. The quoted prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the principal.

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

The extent to which the Tenderer demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Response will be used as one of the factors in the final assessment of the Qualitative Criteria and in the overall assessment of value for money.

2.2. Mandatory Criteria

Where applicable, these criteria will be detailed within Part 5 of this document and will not be point scored. Each Response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion will eliminate the Submission from consideration.

2.3. Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Submission from consideration.

2.4. Qualitative Criteria

In determining the most advantageous Response, the Evaluation Panel will score each Response 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 evaluation process or a low score.

The following criteria will be used to assess the award of the contract:

Criteria	(%)
Relevant Experience	50%
Capacity to Deliver & Resources	35%
Key Personnel and Skills	15%
Total	100%

2.5 Price Basis

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

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

2.6 Regional Price Preference

Tenderers for the contract may be afforded a preference in accordance with the Shire's Regional Price Preference Policy (3.3) last reviewed on 20 December 2016.

The regional price preference to be given to either a Region 1 or Region 2 tenderer or supplier of a quotation are outlined below and represents at which the regional tender's price bids or quotations would be reduced for the purpose of assessing the tender or quotations.

Region 1:

A preference may be given to a regional tenderer or supplier of a quotation from "region 1" by assessing the tender or quote from that regional tenderer as if the price bids were reduced by:

- a. 10% - where the contract is for goods or services, up to a maximum price reduction of \$50,000;
- b. 5% - where the contract is for construction (building) services, up to a maximum price reduction of \$50,000; or
- c. 10% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500,000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

Region 2:

A preference may be given to a regional tenderer or supplier of a quotation from "region 2" by assessing the tender or quote from that regional tenderer as if the price bids were reduced by :

- a. 5% - where the contract is for goods or services, up to a maximum price reduction of \$25,000;
- b. 2.5% - where the contract is for construction (building) services, up to a maximum price reduction of \$25,000; or
- c. 5% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$250,000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

If applicable, the successful Tenderer will be required to report on the application of the Regional Price Preference Policy throughout the contract.

The Tenderer must submit the price schedule in Part 5.5.2 Price Schedule, inclusive of all information required to determine application of the Shire's Regional Price Preference Policy.

The entire policy is available here:

<https://www.merredin.wa.gov.au/documents/policies-and-procedures>

2.7 Principles and Policies That May Affect Selection

The following policies may affect this selection:

- Code of Conduct
- Regional Price Preference Policy
- WHS Policy

2.8 Alternative Response

All Alternative Responses (non-conforming) may be accompanied by a conforming Response. The Principle may in its absolute discretion reject any Alternative Response as invalid.

Quotes submitted as an Alternative Response or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked “ALTERNATIVE RESPONSE”.

Any printed “General Conditions of Contract” shown on the reverse of a Quote letter or quotation form will not be binding on the Principal, in the event of a Contract being awarded, unless the Quote is marked as an “Alternative Response”. The principle may in its absolute discretion reject any changes to the General Conditions of Contract as invalid.

2.9 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
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer

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

Tenderers may be required to provide 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 to otherwise 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 submissions and will be treated as strictly confidential.

All Tenderers will be given particulars of the successful Respondent or advice that no Response was accepted.

3. SPECIFICATION

3.1. Background Information

The Shire is seeking qualified and competent contractors to undertake general parks landscape maintenance (mowing, weeding, edging) of the smaller parks and gardens areas within the District. Contractors are to supply and maintain their own equipment to undertake this work, including provision of all consumables, mulch, herbicides and the like

This RFQ seeks Contractors to be responsible for the following areas:

- Lower French Park - Hart Street, Hobbs Road and French Avenue
- James Hughes Park - Cunningham Street, Jellicoe Road and French Avenue
- Lenihan Park – South Avenue
- Merredin Pioneer Cemetery – Pioneers Road and Cohn Street
- Mary Street Flower Bed (opposite Two Dogs Mitre 10)
- Farrar Parade flower bed and grassed area (Great Eastern Highway)
- Great Eastern Highway from Barrack Street to Solomon Street

The Shire will maintain responsibility for the following.

- Barrack St Precinct – Great Eastern Highway West to Great Eastern Highway East (Apex, CBD Central and verge maintenance and detailing)
- North Great Eastern Highway (Pioneer Park, Entrance Gates and Surrounds)
- Great Eastern Highway roadside verge and adjacent areas from Barrack St to Mary St
- Merredin Regional Community & Leisure Centre Oval and adjacent areas
- Merredin Cemetery (Reticulation and Maintenance)
- Roy Little Oval and Horseshoe Planting Zone

3.2. Specification

1. The contractor shall furnish all labour, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.
2. We anticipate up to 20 mowings per year. Two (2) in the months of September, October, November, December, January, February, March, April and one (1) in the months of May, June, July and August. There must be a minimum of 2 weeks between mowing of the subject site. If locations need additional service, it will be outside of this contract and will require an approved Purchase Order before work can be completed.
3. The contractor is required to produce in writing the dates they have mowed at the project site. This can be an email a statement or the invoice itself if it breaks down the details on the invoice.
4. It is the responsibility of the contractor to remove all litter, debris and lawn clippings before and after each mowing. Care should be used to avoid blowing clippings into any of the footpaths, flower beds, sidewalks, driveways, and parking areas.
5. All grass clippings shall be removed from all play area equipment, porches, beds, walkways, footpaths, driveways, and parking lots after each mowing.
6. All areas around trees, shrubs, buildings, posts, fences, flower beds, sidewalks and curbs will be edged with lawn trimmers after each mow.
7. Contractor will be responsible, at their cost, for replacement of trees, shrubs or bushes damaged by inappropriate mowing or edging.
8. Contractor will promptly repair, at their cost, any damages to reticulation, turf or vegetation caused by their actions.

PART 3 – READ AND KEEP THIS PART

9. Proposal to include the cost for a Spring and Autumn cleanup of all sites.

Spring cleanup to include:

- Must be completed by 1 November.
- Removal of any leaves left over from Autumn
- Cut back any winter growth on plants, shrubs and bushes
- Rake and loosen compacted soil and mulch to allow new shoots & bulbs to push through.
- Supply and Spread 7cm (minimum) of fresh dark mulch
- Clean up beds, walkways, sidewalks and foundations of weeds, overgrown vegetation, leaves, branches and clutter
- Re seed damaged areas of park area
- Re Edging of areas
- Apply major weed inhibitors through the lawn
- Add fertiliser to all garden beds and lawn areas to promote healthy growth and flowering

Autumn clean up to include:

- Must be completed by 1 July
 - Clear out fallen leaves, litter & debris from lawns, beds, curbs and sidewalks
 - Trim shrubs and bushes
 - Trim any dead branches off trees that are within reach no special equipment required
 - Add lawn fertiliser with high phosphorus content to encourage root growth.
10. Contractor will advise the Town Maintenance Supervisor and Manager Works and Services of any damage or deterioration to any part of the park infrastructure (both soft and hard infrastructure), including the need for re-seeding or re-sodding of any areas.
 11. All turf areas inaccessible to mowing equipment will be trimmed prior to mowing as needed to maintain a neat, well-groomed appearance.
 12. Contractor shall use supply all herbicides, fertilizers, chemicals and the like for servicing the sites that meet the Shire's approval.
 13. Contractor shall supply all necessary data sheets and meet requirements to comply with the WHS Regulations.
 14. Contractor shall not dump any debris into Shire refuse bins. All collected materials shall be disposed of at the Shire's Landfill facility. No charges will be levied for green waste and other materials (ie litter) collected from the sites and then disposed of at the Landfill facility.
 15. Undesired vegetation in footpaths, curbs, cracks and other hard surfaces within and adjacent to the site need maintained so there are no weeds growing in them. Contractor can use Roundup on them or cut them with a line trimmer/whipper snipper.
 16. Mow all grass on the site completely to maintain a uniform height not to exceed 7cm.
 17. Use trimmers in locations where mowers cannot reach vegetation.
 18. Apply an effective, safe and environmentally friendly herbicide to immediately kill all grass and weeds growing up through cracks and openings in footpaths, curbs, roads, parking areas, walls, garden beds etc.
 19. Ruts, holes and other disfigurement of mowed areas caused by mowing equipment shall be the responsibility of the Contractor to repair to original condition.
 20. Landscape Maintenance work shall be performed during the regular hours of 7.00 A.M. through to 5:00 PM Monday to Friday unless otherwise specified/approved by the Principal due to uncontrollable weather situations.

3.2.1. Delivery/Supply methods

N/A

3.2.2. Reporting requirements

The Contractor shall provide a monthly written report to the Principal as a summary of works undertaken, any issues identified, any repairs required to be undertaken, and any other information relevant to the park or the contract. The progress report shall be due on the first Friday of the month, covering the activities for the preceding month.

3.2.3. Standards

N/A

3.2.4. Testing

N/A

3.2.5. Deliverables

The Contractor deliverables for this project are:

Area	Deliverable
Mowing, weeding, edging	<i>As listed in the specification</i>
Mulching	<i>As listed in the specification</i>
Fertilising	<i>As listed in the specification</i>
Spring Clean up	<i>As listed in the specification</i>
Autumn Clean up	<i>As listed in the specification</i>

3.2.6. Performance measure (KPI's), targets and outcomes

Item	Due by/measured by
Condition and mow height of grassed areas (including edging and trimming)	Monthly inspection
Cleanliness of garden beds (including edging)	Monthly inspection
Lack of weeds	Monthly inspection

3.3. Meetings

The Contractor shall attend meetings as reasonably requested by the Principal. This may include information briefings with stakeholders and Elected Members.

The Contractor must attend and make provision for quarterly progress meetings, whereby the following will be addressed:

- a) Progress of works
- b) Review of schedule, including critical path and milestones
- c) Contractual matters (progress claims, Extension of Time's, variation register)
- d) Workplace Health and Safety
- e) Implementation of the Town's Disability Access and Inclusion Plan
- f) Communications and media
- g) Application of the Regional Price Preference Policy

PART 3 – READ AND KEEP THIS PART

This meeting can be conducted via teleconference, attendance on site is not required

3.4. Implementation Timetable

Milestone Description	Target Date
Request for Quotation released	15 April 2025
Closing date for submissions	5.00pm 15 May 2025
Contract award	16 June 2025
Finalisation of Contract documentation	23 June 2025

4. CONDITIONS OF CONTRACT

4.1. General Conditions

The General Conditions of Contract are to be read in conjunction with the contract specification, inclusive of any deletions, amendments or additions.

The following information is provided by the Principal:

This table is based on standard conditions for AS4000. Please ensure review of appropriate standard so that correct key conditions apply. Recommend to only note key conditions, full annexure will be included in final contract documentation.

Principal	Shire of Merredin ABN 87 065 676 484
Commencement Date	1 June 2025
Term of Contract	1 year
Extensions (At the sole discretion of the Principal)	2 x 1 year
Insurance of the Works	The Contractor's contract works insurance is extended to cover the Shire of Merredin as a "named insured" on their policy for the duration of the contract until final completion and handover.
Public and Product Liability	Public and products liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Products and / or Services for an amount of: a) not less than \$20 million for any one occurrence; b) unlimited in the number of occurrences happening in the period of insurance in respect of public liability; and limited in the annual aggregate to \$20 million in respect of products liability.
Motor Vehicle Insurance	The \$30 million coverage stated in this clause should be reassessed where the nature of the use of the vehicle may require a higher limit, for example, fuel cartage. Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Products and / or Services for an amount of not less than \$30 million for any one occurrence or accident.
Compulsory Third Party	Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Products and / or Services.
Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i> .

4.2. Special Conditions

N/A

4.2.1. Disability Access and Inclusion Plan

N/A

4.2.2. Publicity

The Tenderer 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.

The Tenderer shall make arrangement for site access by stakeholders for the purpose of publicity when reasonably requested by the Principal.

4.2.3. 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 submitted by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

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

4.2.4. RCTI – Recipient Created Tax Invoice

If the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice, in this instance references to Invoice shall mean RCTI;

or (b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice.

4.3. Sustainable Procurement

- 4.3.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by this clause and acknowledges that its support of the Sustainability Objectives.
- 4.3.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:
 - (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
 - (b) implementing practices which seek to reduce the environmental impact of the Contractor’s activities, including:
 - using recycled materials and products;
 - reducing emissions;
 - adopting greener energy solutions;
 - adopting environmentally sustainable design; and
 - reducing wastage;
 - (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);

- (d) sponsoring and supporting local community groups and local community development initiatives;
 - (e) promoting fair workplace practices;
 - (f) promoting workplace health;
 - (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
 - (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.
- 4.3.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.
- 4.3.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

4.4. Conditions Related to Maintenance Works

4.4.1. Stamp Duty, Fees & Levies

The Contractor shall pay all stamp duties, fees and levies in connection with the Contract.

4.4.2. Environmental Protection

Noise Control

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

The contractor shall comply with all statutory requirements relating to control of noise levels on the work 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 extent necessary to satisfy the requirements of the Executive Manager Development Services in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, 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 Superintendent for the formation of any temporary roads, the erection of temporary structures or any work site clearing not specifically documented;
- d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;
- e) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

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.

Dust, Dirt, Water and Fumes

The Contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the work 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.

Refuse Disposal

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

Smoking on Construction Sites

The Contractor shall at all times ensure that all workers 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.

4.4.3. 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, including signage to maintain the roads in a safe trafficable condition and minimise potential damage to property or persons.

4.4.4. Temporary Safety Fence

N/A

4.4.5. Materials, Labour and Constructional Plan

N/A

4.4.6. Materials and Work**Regulations**

The Contractor shall comply with the Work Health and Safety Act 2020 (the "Act") and the Work Health and Safety (General) Regulations 2022 (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, Superintendents, 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 Superintendent with another copy kept on Site by the Contractor.

Chemical Information

PART 4 – READ AND KEEP THIS PART

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.

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 Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

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

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 Superintendent in writing, its Safety Management Plan.

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.

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 Superintendent 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.

Site and Public Security

N/A

Occupied Work Sites

N/A

Materials to be Supplied by the Principal

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the General Conditions of Contract.

Services Installation

N/A

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:

Monday to Saturday:	7.00am to 7.00pm
Sunday:	Not permitted
Public Holidays:	Not permitted

In approving a variation to the working hours or working days, the Superintendent may attach conditions which may preclude the performance of work requiring inspection or attendance by or on behalf of the Principal or may include a requirement that the Contractor meets the Principal's costs of inspection or attendance of WUC during the varied times approved by the Superintendent. Where the Principal's costs of inspection or attendance are not required to be borne by the Contractor, they shall be borne by the Principal.

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.

Schedule of Warranties

N/A

Brands of Material Schedules

N/A

5. TENDERER'S OFFER

5.1. Offer Form & Identity of Tenderer

In preparing its Offer, the Tenderer must:

- address each requirement in the form set out in Part 5 – Tenderer's Offer;
- take into account the Customer Contract requirements, as explained in Section 4. The Tenderer must read these in conjunction with the General Conditions;
- in respect of the Qualitative Requirements, provide full details of any claims, statements or examples; and
- assume that the Customer has no knowledge of the Tenderer, its activities, experience or any previous work undertaken by the Tenderer for the Customer or any other Public Authority

TENDERER TO COMPLETE:

Name of Legal Entity:

ACN (if a company)

Registered address of Company or address of principal place of business if no registered address:

Business Name:

ABN

Contact Person:

Contact Person Position Title:

Email:

Telephone:

Facsimile:

Address and facsimile number for service of contractual notices

In response to Request for Quotation (RFQ) **MINOR PARKS LANDSCAPING AND MAINTENANCE**

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 Quote, 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 Quote 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 Quote.

Signature of Authorised Signatory

Date:

Name of Authorised Signatory

(BLOCK LETTERS)

PART 5 – COMPLETE AND RETURN THIS PART

5.2. Mandatory Criteria

These criteria relate to the essential conditions of the request for quote/tender. These may include specific licences or approvals required to ensure compliance. Eg. Registered Builder, Electrical Contractors licences etc.

Anything listed as mandatory, must be provided to ensure they submit a compliant response.

Please select with a “Yes” or “No” whether you have complied with the following mandatory criteria: An assessment of “No” against any criterion will eliminate the Submission from consideration

	Mandatory Criteria – Description	Provided
A	Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFQ by completion of the Offer Form (see 5.1 Offer Form & Identity of Tenderer)	<input type="checkbox"/> Yes <input type="checkbox"/> No
B	Pricing submitted in the format required by the Principal (see section 0 Price Information)	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	Tenderers are to provide copies of their: Chemical spray license Relevant licenses and qualifications to operate vehicles and machinery	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

5.3. Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria: An assessment of “No” against any criterion may eliminate the Submission from consideration.

	Compliance Criteria – Description	Provided
A. Risk Assessment	Tenderers must address the following information in an attachment and label it “Risk Assessment”	
i)	An outline of your organisational structure inclusive of any branches and number of personnel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii)	If companies are involved, attach their current ASC company extracts search including latest annual return.	<input type="checkbox"/> Yes <input type="checkbox"/> No
iii)	Provide the organisations directors/company owners and any other positions held with other organisations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
iv)	Provide a summary of the number of years your organisation has been in business.	<input type="checkbox"/> Yes <input type="checkbox"/> No
v)	Attach details of your referees. You should give examples of work provided for your referees where possible. (see section	<input type="checkbox"/> Yes <input type="checkbox"/> No
vi)	Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART 5 – COMPLETE AND RETURN THIS PART

	<p>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.</p> <p>x) Are you presently able to pay all your debts in full as and when they fall due? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
B. Specification	Compliance with the Specification contained in the Request	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. Insurance	<p>The insurance requirements for this Request for Quotation are stipulated in Part 4 of the RFQ. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If a 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 7 days of acceptance.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. Quality Assurance	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
E. Implementation of Disability Access and Inclusion Plan (DAIP) (refer section 4.1)	N/A.	
F. Work Health and Safety	Tenderers are to provide acknowledgment that your organisation has completed the Workplace Health and Safety management Questionnaire in Annexure A of this request	<input type="checkbox"/> Yes <input type="checkbox"/> No
G. Industrial Awards and Standards	Does the Tenderer comply with all the Industrial Awards and Standards? If yes please provide details of the Awards and Standards.	<input type="checkbox"/> Yes <input type="checkbox"/> No
H. Legislative Compliance	Do you comply with all the relevant legislation to deliver the Goods and Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5.4. Qualitative Criteria

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

- a) All information relevant to your answers to each criterion are to be contained within your Response;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation,
- c) Tenderers are to address each issue outlined within a Qualitative Criterion.

Qualitative Criteria Description	Provided
<p>Relevant Experience</p> <p>Describe your experience in completing/supplying similar Requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “Relevant Experience”:</p> <p>i. Provide details of similar work.</p>	<p>50%</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

PART 5 – COMPLETE AND RETURN THIS PART

ii. Provide scope of the Tenderer’s involvement including details of outcomes. iii. Demonstrate sound judgement and discretion. iv. Provide details of issues that arose during the project and how these were managed. v. Demonstrate competency and proven track record of achieving outcomes.	
Capacity to Deliver & Resources The Tenderer must demonstrate that it has the organisational capacity to perform the Customer Contract. Tenderers should also demonstrate their ability to supply and sustain the following items. As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “ Resources ”. i. Plant, equipment and materials. ii. Staff availability and commitment schedule iii. Any contingency measures or backup of resources including personnel (where applicable).	35% <input type="checkbox"/> Yes <input type="checkbox"/> No
Key Personnel & Skills Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, by addressing the following information in an attachment and label it “ Resources & Skills ” i. Their role in the performance of the Contract. ii. Curriculum vitae. iii. Membership to any professional or business associations. iv. Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement. v. Any additional information.	15% <input type="checkbox"/> Yes <input type="checkbox"/> No

5.4.1. Project Reference Sheet

Please complete the following reference sheet, and submit with your quote response

Name of Project	Description	Value (Approx.)	Timeline	Client	Referees Name	Telephone Number

5.4.2. Tenderers Human Resource Schedule

Please complete the following human resource schedule sheet, and submit with your quote response

Staff Name	Position	Details of Availability	Commitment to Project

PART 5 – COMPLETE AND RETURN THIS PART

5.5. Price Information

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

5.5.1. Price Basis

Are you prepared to offer a fixed price?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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5.5.2. Price Schedule

The Shire will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements

The Offered Price will be deemed to include the cost of complying with this Quotation (including the Contract Details) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance under the Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Shire.

Costs are to include all consumables, plant and equipment, fertilisers, herbicides and any other items used to perform the contract. Please include a price amount only in the parks you wish to be considered for.

The following price is submitted in response to this RFQ:

Item	Description	Per mow, inc weeding (20x per year) ex GST	Spring clean – ex GST	Autumn clean – ex GST	
1	Lower French Park - Hart Street, Hobbs Road and French Avenue	\$			
2	James Hughes Park - Cunningham Street, Jellicoe Road and French Avenue	\$			
3	Lenihan Park – South Avenue	\$			
4	Merredin Pioneer Cemetery – Pioneers Road and Cohn Street				
5	Mary Street Flower Bed				
6	Farrar Parade Flower Bed (Great Eastern Highway)				
7	Great Eastern Highway from Barrack Street to Solomon Street				

PART 5 – COMPLETE AND RETURN THIS PART

5.5.3. Regional Price Preference

State the value of goods and/or services that can be considered to calculate adjustments for evaluation purposes under the Regional Price Preference Policy (Refer to section 2.5.2).

Tenderers must provide evidence to support the stated value as per Policy requirements and may be required to report on implementation progress.

Description of Goods/Service	Supplier Name	Value (ex GST)
		\$
Total of Claim (excluding GST)		
Total of Claim (Inclusive GST)		

To apply a regional price preference, evidence to demonstrate the following must be supplied

Evidence Required	Provided
A permanent office and permanent staff located within the boundary of the Shire of Merredin for at least 6 months before bids being sought; and	<input type="checkbox"/> Yes <input type="checkbox"/> No
Registration or licencing in Western Australia; and	<input type="checkbox"/> Yes <input type="checkbox"/> No
Majority of, or all of the goods or services are to be supplied from Shire of Merredin sources; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
Be located within neighbouring municipalities with reciprocal Regional Price Preference Policies which benefit Shire of Merredin businesses.	<input type="checkbox"/> Yes <input type="checkbox"/> No

6. WORK HEALTH AND SAFETY

6.1. Questionnaire

This questionnaire forms part of the Principal's evaluation process and is to be completed by Tenderers and submitted with their response, labelled as “**Work Health and Safety Response**”. The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

Workplace Health and Safety	Yes	No	Attached
Is there a written company Workplace Health and Safety? If Yes, provide a copy of the policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have an OSH Management System? If Yes, Provide details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the WHS Policy and / or System audited or reviewed on a regular basis? If Yes, provide details of the process and details of last audit and outcomes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safe Workplace Practices and Procedures	Yes	No	Attached
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations? If Yes, provide a summary listing of procedures or instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are safe operating procedures or specific safety instructions issued to employees? If Yes, explain how this is done.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workplace Health and Safety Training			
Describe how Workplace Health and Safety Training is conducted in your company?			
Is a record maintained of all training and inductions programmes undertaken for employees in your company? If Yes, provide examples of Safety Training records.			
Workplace Health and Safety Workplace Inspection	Yes	No	Attached
Are regular Workplace Health and Safety inspections at work sites undertaken? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are standard workplace inspection checklists used to conduct Workplace Health and Safety inspections? If Yes, provide details or examples.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART 6 – COMPLETE AND RETURN THIS PART

Is there a procedure by which employees can report hazards at workplaces? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workplace Health and Safety Consultation	Yes	No	Attached
Is there a workplace Safety Committee? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there guidelines on procedures governing the Safety Committee operation? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there employee elected as Workplace Health and Safety Representatives? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workplace Health and Safety Performance Monitoring	Yes	No	Attached
Is there a system for recording and analysing performance statistics?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is safety performance on the agenda of management meetings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the company ever been convicted of an Occupation Health and Safety offence? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6.2. Safety Record

Tenderers to complete the following table:

Project	Date of Accident/ Notice	Accident or Infringement Notice	Reason	Time Lost

PART 6 – COMPLETE AND RETURN THIS PART

7. STATEMENT OF NON- COMPLIANCE, DEPARTURES AND EXCLUSIONS

The Tenderer is required to submit a conforming Quote in accordance with the RFQ.

The Tenderer is required to identify any non-compliances, departures from, or assumptions to the Tender that do not fully meet all of the requirements of the RFQ including any addenda issued and any other documents that form part of the RFQ.

All such non-compliances, departures and assumptions must be fully documented in the table below.

Compliance with the RFQ	
This submission is fully Compliant with all of the requirements of the RFQ and the proposed Conditions of Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No if the answer is 'No' the Tenderer must complete the table below
All non-compliances, departures or assumptions made by the Submitter, including those related to the proposed Conditions of Contract are listed in the table below	<input type="checkbox"/> Yes <input type="checkbox"/> No
Any non-compliances or changes sought to the proposed Conditions of Contract are provided in a marked-up version Microsoft word document	<input type="checkbox"/> Yes <input type="checkbox"/> No Yes ('marked-up' version attached) <input type="checkbox"/> Yes <input type="checkbox"/> No proposed changes sought

Compliance Item Type NC=non-compliance PC=Partial compliance D=Departure A=Assumption	Reference to Document	Reason for Non-compliance/partial compliance departure or assumption	Proposed Variances/amendment (if applicable)
[insert text]	e.g Part 1	[insert text]	[insert text]
[insert text]	[insert text]	[insert text]	[insert text]
[insert text]	[insert text]	[insert text]	[insert text]

NAME OF TENDERER	
AUTHORISED SIGNATURE	
DATE	