



## **Request for Quotation**

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**Name: Garden Services Contractor**

**RFQ Number: RFQ122 2019/20**

Provision of services commencing 15 July 2019 to 30 June 2020

Contact: Community Development

Phone: 1300 520 520

Email: [buloke@buloke.vic.gov.au](mailto:buloke@buloke.vic.gov.au)

Attention: Mark Remnant – Manager Community Services

**Close of Quotations - 2pm, on Friday 28<sup>th</sup> June 2019**

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## Information for Respondents

### 1. Overview

Under this Request for Quotation process ("RFQ") Buloke Shire Council ("Council") invites Quotations for the provision of the goods/services described in Council's Specifications.

A Contract may be awarded to a Respondent who best demonstrates the ability to provide quality goods/services at a competitive price and has the ability to deliver the goods/services in any timeframe stated in Council's Specifications.

## Conditions

### 2. Quoted Prices

Respondents (Suppliers) should note:

- (a) Unless otherwise indicated, prices quoted must include delivery of any goods to any site specified in Council's specification
- (b) All prices for goods/services quoted by the Respondent are to be fixed for the term of any resultant Contract. Any charge not stated in the Quotation as being additional will not be allowed as a charge for any transaction under any resultant Contract.
- (c) All prices for goods/services quoted by the Respondent must be shown as exclusive of GST and the amount of GST must be separately shown unless stated otherwise in the Specification.
- (d) In submitting a Quotation, Respondents are deemed to have, at their own cost and expense, made all reasonable inquiries (including inspections, if required) to fully inform themselves of all the risks, contingencies and other matters that may affect the Quotation.
- (e) As part of the evaluation of a Quotation, Council may request further information or clarification from a Respondent. In providing a Quotation, Respondents are deemed to agree to provide any further information or clarification requested by Council.

### 3. Further Information/Contact with Council Officers

- (a) Where Respondents wish to seek clarification about this RFQ or the quotation process, all requests for information must be directed to Council's designated contact officer whose name and contact details appear on the front cover of this RFQ. Where Respondents wish to email the designated contact officer for clarification, Respondents should use Council's generic email address: [buloke@buloke.vic.gov.au](mailto:buloke@buloke.vic.gov.au)
- (b) No statement made by any member of Council's staff may be construed as modifying this RFQ unless confirmed in writing by Council.
- (c) Where appropriate, any advice, in whatever form, given by Council to a Respondent for the purpose of clarifying the meaning of, or containing information relevant to this RFQ, will also be given to all other Respondents (without disclosing the name of the Respondent who sought the clarification) in writing unless doing so would reveal commercial-in-confidence information or sensitive information relating to a Respondent.
- (d) Any Respondent who canvasses a Councillor or a Council staff member will have their Quotation disqualified.

### 4. Submission of Quotation

When submitting a Quotation, Respondents must submit **this entire document**, together with the following:

- (a) Completed and signed **Supplier Details**;
- (b) **Respondents Quotation**
- (c) Completed **Conflict of Interest**;

- (d) Completed and signed **Respondents Declaration**;
- (e) Be in conformity with Council's **Specifications**;
- (f) Be in conformity with Council's **Conditions**; and
- (g) Be submitted by the time and date shown on the front page of this RFQ.

## 5. Lodgement of Quotation

Respondents must provide their Quotation via email. All emails must be sent to [buloke@buloke.vic.gov.au](mailto:buloke@buloke.vic.gov.au) only. The email must have the subject heading "Quotation" followed by the quote name and number and state that it is "Attention to" the Contact Officer as stated on the front of this document.

## 6. Acceptance of Quotations

Respondents must note:

- a) Council is not bound to accept the lowest or any Quotation.
- b) Council may accept part of a Quotation.
- c) Quotations lodged after the closing time and date will not be accepted.
- d) Council accepts no responsibility for incorrectly labelled Quotations.
- e) Non-conforming Quotations may be rejected.

## 7. Assessment of Quotations

Quotations will be assessed against Council's Compliance Criteria and Evaluation Criteria to determine the most advantageous outcome to Council.

### Compliance Criteria

- (a) A Respondents Quotation may be rejected if it does not comply with either the requirements of Council's Specifications or the Conditions of quotation outlined in this RFQ.
- (b) Each Quotation will initially be assessed on a "Yes"/"No" basis as to whether the criteria is satisfactorily met. An assessment of "No" against any criteria may eliminate the Quotation from consideration.
- (c) Respondents are required to select with a "Yes"/"No" whether they have complied with the following Compliance Criteria:

Compliance Criteria	Response
Compliance with the Conditions of quotation in this RFQ	Yes / No
Compliance with the Specification contained in this RFQ	Yes / No

- (d) If the Respondents Quotation does not conform to the requirements of this RFQ, the following details of non-conformity are required to be detailed by the Respondent below:

Areas of Non-Conformity	Value of Non-Conformity (if applicable)

## Evaluation Criteria

An evaluation of all Quotations shall be undertaken taking all reasonable measures to determine which Quotation offers the best value for money. Value for money considerations include fitness for purpose, quality and all costs.

The evaluation method used to measure and select a Respondent will be the **Weighting Evaluation Criteria**. The three (3) key areas are:

(i) **Pricing:**

Desired budget allocation, aligns with Council's expected cost efficiency measures;

(ii) **Specifications:**

Meets all requested Specifications as outlined in the RFQ documentation; and

(iii) **Local Content & Legislative Standards:**

Aligns with the Buloke Shire Council Procurement Policy and meets *Local Government Act 1989 (Vic)* s 186A, ss 208A & 208B Best Value Principles, s 208C Applying Best Value Principles and s 208D Quality and Cost standards.

Council may however take into account any other matter which is not prohibited by law and which Council reasonably considers relevant.

## 8. Post-Evaluation Information

Following evaluation of all Quotations by Council, Respondents will be advised in writing if their Quotation is successful, at which time a Purchase Order will be generated by Council. Attached to the Purchase Order will be Council's standard terms and conditions. A copy is attached to this document.

Respondents will also be advised if their Quotation is unsuccessful, and will be advised of the successful Supplier.

## Specifications

### Scope of Requirements

**The following specifications MUST be met for quotation to be accepted**

1	Supply and operation of all required machinery and equipment including ride on mowers, brush cutters, etc as appropriate to the designated areas.
1.1	Transport of machinery and equipment from the Contractor's depot to the worksite at the Contractor's cost.
1.2	Supply of qualified and experienced operators and all fuel, oils and maintenance required to carry out the works.
1.3	Provision of all required safety equipment including rollover protection on plant and guards on mowers to prevent objects being thrown.
1.4	Removal of grass cuttings from the block to the nearest landfill facility (free of charge). Landfill hours can be provided on request.
1.5	Cleaning of all machinery and equipment between each property to minimise the transfer of weeds and/or seeds.
1.6	Inspection of Equipment to be used will be conducted before works can commence
1.7	All Personal Protective Equipment to be supplied by Contractor
1.8	The works shall require: <ul style="list-style-type: none"> <li>• An initial inspection of the designated area for any potential hazards;</li> <li>• A risk assessment and work plan to be provided for each property;</li> <li>• Removal of vegetation from the property to the nearest landfill facility;</li> </ul>
2	Appropriate Insurance, including public liability (\$10 million), Workcover and Insurance over the works will be required before commencement of works

#### 1 GENERAL REQUIREMENTS

- 1.1 Removal of small items to eliminate hazards to machinery or equipment operation to remove vegetation. Disposal of these items in bins on site will be required.
- 1.2. Grass cut to maximum height of 5 cm.
- 1.3 Edging around paths, seats and internal fence line.
- 1.4 Removal of all cut grass and disposal at the nearest landfill.
- 1.5 Mowing operations must be deferred during periods of total fire ban.
- 1.7 Ensure that the remaining uncut grass is left to a minimum on the property.
- 1.8 Take reasonable steps to clean all machinery and equipment before moving onto or off site.
- 1.9 All machinery and equipment must remain stopped until approaching vehicle or pedestrian traffic has left the immediate vicinity.
- 1.10 Supplier to provide a copy of current Public Liability Insurance to the value of \$10,000,000
- 1.11 Supplier to provide a copy of current Police Check.

**2 MACHINERY AND EQUIPMENT**

- 2.1 Must be well maintained and capable of undertaking the required works.
- 2.2 Inspection (and risk assessment if necessary) will be undertaken as part of the evaluation process.
- 2.3 Catchers are to be fitted to prevent damage from debris

**3. RESIDENTIAL NOISE – PROHIBITED TIMES**

- 3.1 Demonstrate a working knowledge of the *Environment Protection (Residential Noise) Regulations 2008 for Group 1 Prescribed Items and Prohibited Times (excerpt listed below)*.

Group	Prescribed items	Prohibited times
1	A motor vehicle (except a vehicle moving in or out of premises), lawn mower or other grass cutting device and any equipment or appliance not falling within Group 2 having an internal combustion engine.	Monday to Friday: before 7am and after 8pm.  Weekends and public holidays: before 9am and after 8pm.

**\*The successful contractor will be notified by Friday 5<sup>th</sup> July 2019. It is expected planning works commence within two weeks of notification.**

## Supplier Details

Fill in all relevant fields on form, and **attach quotation** to back of form

Business type (sole trader/ partnership/ company)	
Company name and ACN	
Trading name (business name) and ABN	
If company, full names of Director(s)	
If company, registered business address	
If not a company, business address	
Mailing address (if different from above)	
Contact person	
Contact telephone number	
Facsimile number	
Email address	
Attachment(s)	
Signature	
Date	

## Trading History

How many years has the Respondent been in the business under its current business name?

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How many years' experience has the Respondent had in the type of service it would be required to provide under the contract?

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## Conflict of Interest

If the Respondent has a conflict of interest with Council (including a Councillor or a Council staff member) or any potential for a conflict of interest concerning this RFQ, details of that conflict or potential conflict are as follows:

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## Respondents Declaration

The Respondent declares that -

- (a) There has been no engagement in any practices that have contravened the *Competition and Consumer Act 2010 (Cth)* or the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* in relation to the preparation or submission of the Quotation;
- (b) It has or will obtain the necessary insurances as specified in this RFQ;
- (c) There are no areas of non-conformity in respect of the Respondents Quotation; and
- (d) Other than any disclosure made in **Conflict of Interest**, the Respondent does not have a conflict of interest or a potential conflict of interest in respect of the Respondents Quotation.

SIGNED by or on behalf of the Respondent

Signature:

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Name:

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Title:

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Date:

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## Buloke Shire Council - General Conditions for the Provision of Services (single purchase)

### 1 Provision of Services

The Supplier must provide the Services to Buloke Shire Council in accordance with the Agreement, and must:

- (a) complete the Services by the Completion Date and any other dates for delivery specified in the Purchase Order;
- (b) provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
- (c) ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
- (d) act in good faith and in the best interests of Buloke Shire Council; and
- (e) provide any and all equipment necessary for the performance of the Services.

### 2 Price for the Services

The Rates or Fees applicable to the Services are set out in the Purchase Order and are fixed. Expenses may only be charged in accordance with the Purchase Order.

### 3 Cancellation

Buloke Shire Council may cancel the Services at any time by giving written notice to the Supplier who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Services. Buloke Shire Council must pay all reasonable amounts due in accordance with clause 2 for all work performed by the Supplier up until cancellation (but not any loss of prospective profits).

### 4 Invoicing and payment

- (a) The Supplier must submit to Buloke Shire Council a tax invoice in respect of the Services once they are completed, or at such other time or times as agreed by the parties. A tax invoice submitted for payment must contain the information necessary to be a tax invoice for the purposes of the GST Act together with such other information as Buloke Shire Council may reasonably require and be sent to the address specified in the Purchase Order.
- (b) Buloke Shire Council will pay the invoiced amount within 30 days of receipt of an accurate invoice. However, if Buloke Shire Council disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Supplier of the amount Buloke Shire Council believes is due for payment. The parties will endeavour to resolve any such dispute.
- (c) Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Agreement but must be taken only as payment on account.
- (d) Buloke Shire Council will, on demand by the Supplier, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the Penalty Interest Rates Act 1983 (Vic).

### 5 Failure to perform

- (a) Without limiting any other available remedy, if the Supplier fails to provide any of the Services in accordance with the Agreement, Buloke Shire Council will not be required to pay for those Services (until they are provided correctly) and may require the Supplier to remedy any default or re-perform the Services within the time specified in a notice (which must be reasonable having regard to the nature of the Services).
- (b) If the default referred to in clause 5(a) is not capable of being remedied or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, Buloke Shire Council may either have the Services remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by Buloke Shire Council in doing so.

### 6 Warranties

The Supplier warrants to Buloke Shire Council that:

- (a) (Purpose) where Buloke Shire Council has, either expressly or by implication, made known to the Supplier any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result;

- (b) (Conflict) it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement; and
- (c) (IP) it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Services.

### 7 Liability

The Supplier must indemnify Buloke Shire Council and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure to provide the Services in accordance with these Conditions or any other breach of the Agreement.

### 8 Intellectual Property Rights

- (a) Subject to clause 8(c), all Contract Intellectual Property vests in and is the property of Buloke Shire Council from the time of its creation and the Supplier irrevocably and unconditionally assigns to Buloke Shire Council, free of additional charge, all of its right, title and interest in and to the Contract Intellectual Property. The Supplier must sign all documents and do all things reasonably required to ensure that such assignment is effected.
- (b) The Supplier warrants that it has or will procure from all relevant persons who are authors or makers of any Contract Intellectual Property a written assignment of all Intellectual Property Rights of such persons in the Contract Intellectual Property as necessary to give effect to clause 8(a) and a written consent from all individuals involved irrevocably consenting to Buloke Shire Council exercising its rights in the Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals.
- (c) All Pre-Existing Intellectual Property used by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property remains the property of the Supplier or its licensors. However, the Supplier hereby irrevocably and unconditionally grants to Buloke Shire Council, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property to the extent that it forms part of or is integral to any works or other items created by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property.

### 9 Insurance

- (a) The Supplier must obtain and maintain insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the provision of the Services including professional indemnity and, if applicable, public and products liability insurance.
- (b) On request, the Supplier must provide Buloke Shire Council with evidence of the currency of any insurance it is required to obtain.

### 10 Confidentiality and privacy

- (a) The Supplier and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any Confidential Information to any other person.
- (b) The Supplier hereby consents to Buloke Shire Council publishing or otherwise making available information in relation to the Supplier (and the provision of the Services) as may be required:
  - (i) to comply with the Contracts Publishing System;
  - (ii) by the Auditor-General; or
  - (iii) to comply with the Freedom of Information Act 1982 (Vic).
- (c) The Supplier acknowledges that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done in connection with the provision of the Services in the same way as Buloke Shire Council would have been bound had the relevant act been done by Buloke Shire Council.

### 11 Access

## BSC Request For Quotation (Services)

When entering the premises of Buloke Shire Council, the Supplier must and must ensure that its employees, agents and sub-contractors use reasonable endeavours to protect people and property, prevent nuisance and act in a safe and lawful manner and comply with the safety standards and policies of Buloke Shire Council (as notified to the Supplier).

### 12 Sub-contracting

- (a) The Supplier must not sub-contract to any third person any of its obligations in relation to the Services without the prior written consent of Buloke Shire Council (which may be given or withheld in its absolute discretion).
- (b) The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

### 13 Compliance with Law

The Supplier must, in the provision of the Services, comply with all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of the Services.

### 14 GST

- (a) Terms used in this clause have the same meanings given to them in the GST Act.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Purchase Order or these Conditions are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with these Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

### 15 General

- (a) The Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- (b) Time is of the essence in relation to the provision of the Services.

### 16 Interpretation

*In these Conditions, unless the context otherwise requires:*

**Agreement** means the agreement for the provision of the Services of which these Conditions and the Purchase Order form part.

**Code of Practice** means a code of practice as defined in, and approved under, the Information Privacy Act 2000 (Vic).

**Conditions** means these General Conditions for the Provision of Services.

**Completion Date** means the date set out in the Purchase Order by which provision of the Services must be effected by the Supplier.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in anyway related to, Buloke Shire Council, including any information designated by Buloke Shire Council as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information:

- (a) which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions;
- (b) which the Supplier can demonstrate was in its possession prior to the date of the Agreement;
- (c) which the Supplier can demonstrate was independently developed by the Supplier; or
- (d) which is lawfully obtained by the Supplier from another person entitled to disclose such information.

**Fees** means a fixed fee payable to the Supplier for the provision of the Services.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Information Privacy Principles** means the information privacy principles set out in the *Information Privacy Act 2000* (Vic).

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Laws** means the law in force Local, State and the Commonwealth of Australia, including common law and legislation.

**Overdue Amount** means an amount (or part thereof) that:

- (a) is not, or is no longer, disputed;
- (b) is due and owing under a tax invoice properly rendered by the Supplier in accordance with these Conditions; and
- (c) which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

**Pre-Existing Intellectual Property** means any and all Intellectual Property Rights in any works, items or systems which are the property of the Supplier and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services.

**Purchase Order** means any form of order or acknowledgment from Buloke Shire Council for the provision of the Services which incorporates these Conditions.

**Rates** means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Supplier for the provision of the Services.

**Services** means the services (or any of them) specified in the Purchase Order.

**Supplier** means the person supplying the Services under these Conditions.

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