

DISTRICT COUNCIL OF STREAKY BAY

Request for Tender for

Cleaning Services (3 Years)

RFT No: 24 004

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Structure of this Request for Tender

This Request for Tender is comprised of five (5) sections:

1. Section A – Background and General Information
2. Section B – Tender Conditions
3. Section C – Specifications
4. Section D – Work Health Safety Requirements
5. Section E – Form of Tender & Schedules

Section A – Background and General Information

1. Invitation to Tender

District Council of Streaky Bay (the **Council**) invites Tenders from Respondents for the provision of Cleaning Services for a **3 Year Term** within the Council's Buildings and Public Amenities (the **Services**).

The Respondent shall provide the Services in accordance with the Specifications contained within Section C.

The Respondent may provide a Response on all or part of the services listed in the Tender Response Schedules.

2. Background

The District Council of Streaky Bay is seeking interested respondents to undertake cleaning services across the district, including the following (if applicable):

- 2.1 Council Buildings and Public Amenities;
- 2.2 Council and its communities prides itself on the condition and cleanliness of these assets, particularly in the role they play within our community and the same level of expectation will be placed on successful respondents;

The Council will enter into an Agreement for these Services with the successful Respondent.

Section B – Tender Conditions

1. Definitions

In this RFT:

- 1.1 **Closing Date** means the time and date specified in clause 4.2.1, or such later time and date as may be notified in writing to Respondents by the Council.
- 1.2 **Form of Tender** means the form contained in Section E of this RFT.
- 1.3 **GST** means the Goods and Services Tax payable pursuant to the A New Tax System (Good and Services Tax) Act 1999.
- 1.4 **Respondent** means any party who responds to this RFT.
- 1.5 **RFT** means this Request for Tender.
- 1.6 **Tender** means a Tender submitted by a Respondent pursuant to this RFT.
- 1.7 **Schedules** means the schedules contained in Section E of this RFT.
- 1.8 **Services** means the Services sought to be purchased by the Council pursuant to this RFT.
- 1.9 **Specifications** means the specifications specified in Section C of this RFT.

2. Request for Tenders

- 2.1 The Council seeks Tenders from Respondents for the provision of Services, which are further described in the Specifications.
- 2.2 Respondents must not use this RFT (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Tender. This includes not copying this RFT (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Tender.
- 2.3 Any enquiries or requests for information, or clarification regarding this RFT or the RFT Documents, must be made in writing and addressed to the Nominated Contact Person.

The Nominated Contact Person is:

Penny Williams
General Manager - Prosperity
williamspenny@streakybay.sa.gov.au

Please note: Telephone communication is not accepted, and all enquiries are required to be provided, in writing, to the Nominated Contact Person email's address provided above.

- 2.4 The Nominated Contact Person may (but is not obligated to) respond to a Respondent's enquiries or requests for information or clarification three (3) business days prior to Tender closing.
- 2.5 If the Council provides any information to a Respondent by way of clarification, then the Council reserve the right to provide that information to other Respondents.
- 2.6 No Statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this RFT or any of the RFT Documents, unless confirmed in writing by the Nominated Contact Person.
- 2.7 **Discrepancies and Omissions**
- Should a Respondent find discrepancies, errors and/or omissions in the Tender Documents, or should there be any doubt as to their meaning, the Respondent should notify the Nominated Contact Person immediately.

3. Tendered Prices

- 3.1 Prices Tendered are to be in a Schedule of Rates.
- 3.2 All prices for the Services are to be fixed (periodical reviews shall be negotiated in the contract negotiation process). Tendered prices must include GST and all applicable delivery costs, freight costs, levies, duties, taxes, and charges.
- 3.3 Any charge not stated in the Tender will not be payable by the Council.

4. Lodgement of Tenders

- 4.1 The Respondent must submit:
- 4.1.1 the original Form of Tender;
 - 4.1.2 the completed Schedules; and
 - 4.1.3 written statements and other information (if required).
- 4.2 Lodgement of Tenders
- 4.2.1 Tenders must be lodged electronically via tenders@streakybay.sa.gov.au before the Closing Date **5.00pm (Adelaide Time) on Wednesday 31 January 2024** and in accordance with the Tender lodgement procedure set out in this clause. Tenders lodged by any other means will not be considered.
 - 4.2.2 File format – Documents are to be submitted in PDF;
 - 4.2.3 Naming conventions – All documents are to be titled **RFT 24004 – Cleaning Services – Tender Response (Respondent Name)**;
 - 4.2.4 File sizes – Maximum limit receivable is 20mb
 - 4.2.5 Where there is any inconsistency between the lodgement procedure set out on the SA Tenders website and those set out in this RFT, this RFT will prevail.

- 4.2.6 Respondents warrant that they have taken all reasonable steps to ensure that their Tenders are free of viruses or any other matter which would cause harm to Council or Tenders SA website or systems.
- 4.2.7 Respondents acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date.
- 4.2.8 If Respondents have any problem uploading their Tender, they must contact the Nominated Contact Person prior to the Closing Date. Any failure to do so will result in the Tender being a Non-Conforming Tender.
- 4.2.9 A Tender is deemed to have been lodged by the Respondent when the Tender has been received by the Council's server.

5. Tender Closing Date

- 5.1 This RFT closes on the Closing Date.
- 5.2 Tenders received after the Closing Date will **NOT** be considered.
- 5.3 The Council will not accept any responsibility in the event that a Tender is not received by the Closing Date.

6. Non-Conforming Tender

Any Tender may be rejected if it does not conform with the requirements of the Specifications or this RFT.

7. Acceptance of Tender

- 7.1 The Respondent agrees that the Tender remains open for acceptance by the Council for a period of not less than three (3) months after the Closing Date.
- 7.2 This RFT, together with the Tender response, Council's written acceptance of the Tender, agreement terms and conditions and the issue of an official Council purchase order, constitute the agreement between the Council and the successful Respondent.
- 7.3 The successful Respondent acknowledges and agrees that all intellectual property created by the successful Respondent arising out of the provision of the Services belongs to the Council, and the successful Respondent will do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Services.

8. No Legal Requirement

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

9. Council's Rights

The Council reserves the right to:

- 9.1 amend, vary, supplement or terminate this RFT at any time;
- 9.2 accept or reject any Tender, including the lowest price Tender;
- 9.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this RFT;
- 9.4 postpone or abandon this RFT;
- 9.5 add or remove any Respondent;
- 9.6 accept or reject any Tender;
- 9.7 accept all or part of any Tender;
- 9.8 negotiate or not negotiate with one or more Respondent;
- 9.9 discontinue negotiations with any Respondent; and
- 9.10 include the Respondents' names in Council reports and make them public. This may include the order of Respondents based on Tendered price but without the specific amount Tendered.

10. Local Economic Benefit & Social inclusion

- 10.1 The Council aims to stimulate the use of local suppliers in its procurement activities and provide opportunities for traineeships, apprenticeships, and support programs for disadvantaged groups.
- 10.2 The Council support the development of the local economy and the enhancement of local supplier and employee capability. The Council intends to foster strong relationships with local suppliers, however at the same time not guaranteeing that a local supplier will be chosen over an alternate supplier.

11. Tender Evaluation

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

- 11.1 completion of the Form of Tender;
- 11.2 financial resources;
- 11.3 relevant licences and accreditations;
- 11.4 compliance with work health and safety requirements;
- 11.5 local economic benefit and social inclusion;
- 11.6 compliance with the Specifications;
- 11.7 warranties and guarantees on the Services;

- 11.8 timeframe for the provision of the Services;
- 11.9 demonstrated experience in completing similar projects;
- 11.10 use of recycled materials;
- 11.11 referees; and
- 11.12 insurance.

Assessment Criteria	Weightings
Local Economic Benefit& Social Inclusion	20 %
Organisation Structure, Facilities & Resources	5 %
Experience	10 %
WHS/Risk/Environmental	10 %
Implementation Schedule	5 %
Value Added Service and Improvement and Innovation	10 %
Pricing	40 %
TOTAL	100 %

12. Respondent's Confidential Information

- 12.1 Subject to clauses 12.2, the Council will treat as confidential all Tenders submitted by Respondents in connection with this RFT.
- 12.2 The Council will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information:
 - 12.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant Agreement;
 - 12.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFT process;
 - 12.2.3 is disclosed by the Council to the responsible Minister;
 - 12.2.4 is authorised or required by law to be disclosed; or
 - 12.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

13. Governing Law

- 13.1 This RFT is governed by the law in South Australia.
- 13.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

14. ICAC

Respondents acknowledge that if they enter into an agreement with the Council they will be considered to be Public Officers for the purposes of the *Independent Commissioner Against Corruption Act, 2012 (SA) (ICAC Act)* and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act as regards this agreement.

Section C – Specifications

PART A

COUNCIL BUILDINGS AND FACILITIES

The Council shall within these specifications supply for the duration of the services contract;

- Hand Towel
- Toilet Paper
- Bin and Bin Liners
- Toilet Air Fresheners
- Hand Soap (where applicable)
- Cleaning Chemical
- Cleaning Equipment (not including cloths, rags and gloves)
- Vacuum Cleaners
- Lockable Chemical Storage Cupboards
- MSD Sheets and Chemical Register for Each Site
- Signs

The Contractor shall within these specifications include in the tender pricing for the duration of the services contract;

- Supply of Personal Protective Equipment (PPE)
- To complete the services, provide all supervision and labour which may be necessary
- For provision of their own transport to and between the designated sites
- That sites are left in a safe and operational condition

The below schedules outline the specifications and require cleaning services in Councils.

- Principal Office / Council Chamber
- Infrastructure Services Depot
- Visitor Centre
- Streaky Bay Resource Recovery Centre
- Hall and Supper Room

Schedule 1 - PRINCIPAL OFFICE

Item - GENERAL OFFICE(S) - including BACK OFFICE	Location	Frequency	Est. Time (mins)
Empty, wipe and place new liners in garbage bins	Office	Daily	5
Vacuum carpet	Office	Daily	30
Ensure windows and sills are clean	Office	Weekly	10
Ensure windows and sills are clean - outside	Office	Weekly	10
Sweep clean entrances, verandas, steps, and external walkways	Office	Daily	10
Damp dust skirting boards	Office	Monthly	15
Dust all doors and door vents	Office	Monthly	10
Wash and clean internal windows	Office	3 monthly	120
Wash and clean external windows - downstairs only	Office	3 monthly	120
Sweep Dust & remove cobwebs on balcony	Office	Monthly	10
Wipe down Balustrade (s) of the stairs	Office	Weekly	5
Damp Wipe Staff Desks - cleared areas only	Office	Weekly	5
Damp Wipe Staff Desks - returns - cleared areas only	Office	Weekly	5
Damp Wipe Front Counter	Office	Daily	10
Vacumn Cleaner - wash filters	Office	Weekly	10
Item - KITCHEN AREAS	Location	Frequency	Time
Clean downstairs kitchen area	Kitchen	Daily	5
Clean upstairs kitchen area	Kitchen	Daily	5
Wipe all benches and sinks	Kitchen	Daily	5
Sweep & mop floors	Kitchen	Daily	60
Wash tea towels and dish cloths	Kitchen	Weekly	10
Item - TOILETS	Location	Frequency	Time
Clean toilets, urinals, cisterns, hand basins and mirrors	Toilets	Daily	10
Empty, wipe and place new liners in garbage bins	Toilets	Daily	5
Sweep & mop floor (including behind toilets)	Toilets	Daily	10
Replenish consumables (paper towel/ toilet tissue/ hand soap/ sanitiser)	Toilets	Daily	5
Item - COUNCIL CHAMBERS	Location	Frequency	Time
Empty, wipe and place new liner in garbage bin	Chamber	Weekly	5
Vacuum carpet and stairs	Chamber	Weekly	15
windows and sills are clean	Chamber	Weekly	10
chambers table, round table and coffee area are cleaned	Chamber	Weekly	15
Damp dust skirting boards	Chamber	Monthly	15
Dust all doors and door vents	Chamber	Monthly	10
Wash and clean internal windows/doors	Chamber	Monthly	60
Dust & remove cobwebs	Chamber	Monthly	10

Schedule 2 – VISITOR CENTRE

Item - OFFICES AND CONFERENCE ROOMS	Location	Frequency	Time
Empty, wipe and place new liners in garbage bins	Office	Daily	10
Dust and damp wipe door handles	Office	Daily	5
Vaccum carpet	Office	Daily	30
Sweep and mop floor	Office	Daily	10
Sweep clean entrances, verandas, steps and external walkways	Office	Daily	10
Damp wipe down furniture eg: chairs, office chair legs, tables	Office	Weekly	30
Dust and damp wipe all window sills	Office	Weekly	30
Spot clean finger marks from all woodwork, cupboards, cabinets, walls, glass panels, light switches and door jams	Office	Weekly	20
Dust behind removable furniture and furnishings	Office	Monthly	30
Item - KITCHEN	Location	Frequency	Time
Dust and damp wipe all window sills, door handles, flat surfaces, outside of fridge.	Tea Room	Daily	5
Empty, wipe and place new liners in garbage bins	Tea Room	Daily	5
Sweep & mop floor	Tea Room	Daily	5
Item - TOILETS	Location	Frequency	Time
Clean toilets, urinals, cisterns, hand basins and mirrors	Toilets	Daily	10
Empty garbage bins and place in new liners	Toilets	Daily	10
Sweep and mop floor	Toilets	Daily	10
Replenish consumables (paper towel/toilet tissue/hand soap /sanitiser)	Toilets	Daily	10

Schedule 3 – INFRASTRUCTURE SERVICES DEPOT

Item - OFFICE / LUNCH ROOM	Location	Frequency	Time
Empty, wipe and place new liners in garbage bins	Office/Lunch	Weekly	5
Clean all benches and sinks	Office/Lunch	Weekly	10
Sweep and mop the floor	Office/Lunch	Weekly	10
Sweep clean entrances, verandas, steps, external walkways	Office/Lunch	Weekly	10
Damp wipe down furniture eg: chairs, office chair legs, tables	Office/Lunch	Weekly	20
Dust and damp wipe all window sills	Office/Lunch	Monthly	10
Spot clean finger marks from all woodwork, cupboards, cabinets, walls, glass panels, light switches and door jams	Office/Lunch	Weekly	20
Dust behind removable furniture and furnishings	Office/Lunch	Monthly	30
Item - TOILETS	Location	Frequency	Time
Clean toilets, urinals, cisterns, hand basins and mirrors	Toilets	Weekly	10
Empty, wipe and place new liners in garbage bins	Toilets	Weekly	5
Sweep and mop the floor	Toilets	Weekly	10
Replenish consumables	Toilets	Weekly	5

Schedule 4 – STREAKY BAY RESOURCE RECOVERY CENTRE

Item - OFFICE / LUNCH ROOM	Location	Frequency	Time
Empty, wipe and place new liners in garbage bins	Office/Lunch	Weekly	5
Clean all benches and sinks	Office/Lunch	Weekly	10
Damp wipe down furniture eg: chairs, office chair legs, tables	Office/Lunch	Weekly	20
Dust and damp wipe all window sills	Office/Lunch	Monthly	10
Dust behind removable furniture and furnishings	Office/Lunch	Monthly	30
Item - TOILETS	Location	Frequency	Time
Clean toilets, urinals, cisterns, hand basins and mirrors	Toilets	Weekly	10
Empty, wipe and place new liners in garbage bins	Toilets	Weekly	5
Sweep and mop the floor	Toilets	Weekly	10
Replenish consumables	Toilets	Weekly	5

Schedule 5 – STREAKY HALL AND SUPPER ROOM

Item	Location	Frequency	Time
Empty, wipe and place new liners in garbage bins	Hall	When Req.	20
Ensure windows and sills are clean	Hall	When Req.	N/A
Clean all benches and sinks	Hall	When Req.	30
Sweep & mop hard floors	Hall	When Req.	2.5
Sweep clean entrances, verandas, steps and external walkways	Hall	When Req.	30
Damp dust skirting boards, doors and vents	Hall	When Req.	60
Item	Location	Frequency	Time
Empty, wipe and place new liners in garbage bins	Supper Room	When Req.	20
Clean kitchen area	Supper Room	When Req.	40
Ensure windows and sills are clean	Supper Room	When Req.	N/A
Clean all benches and sinks	Supper Room	When Req.	20
Sweep & mop hard floors	Supper Room	When Req.	45
Clean door window	Supper Room	When Req.	15
Sweep clean entrances, verandas, steps and external walkways	Supper Room	When Req.	30
Damp dust skirting boards, doors and vents	Supper Room	When Req.	20
Item	Location	Frequency	Time
Clean toilets, urinals, cisterns, hand basins and mirrors	Toilets	When Req.	30
Empty, wipe and place new liners in garbage bins	Toilets	When Req.	30
Sweep and mop the floor	Toilets	When Req.	30
Replenish consumables (paper towel/toilet tissue/hand soap /sanitiser)	Toilets	When Req.	30
Replenish consumables (Lemon Fresh &Floor Cleaning)	Kitchen	When Req.	5

PART B

PUBLIC AMENITIES

The Council shall within these specifications supply for the duration of the services contract;

- Hand Towel
- Toilet Paper
- Bin and Bin Liners
- Toilet Air Fresheners
- Hand Soap (where applicable)
- Cleaning Chemicals
- MSD Sheets and Chemical Register for Each Site
- Replacement hardware (toilet roll holders, hand towel holders, hooks, mirrors, etc)

The Contractor shall be within these specifications include within the tender pricing for the duration of the services contract;

- Supply of Personal Protective Equipment (PPE)
- Supply of Cleaning Equipment
- To complete the services provide all supervision and labour which may be necessary
- For provision of their own transport to and between the designated sites including the transportation of all plant, equipment, and materials to and from the land, or through which the services are to be undertaken
- That sites are left in a safe and operational condition

The below schedules outline the specifications and required cleaning services in Councils;

The Contractor shall complete the following at each of the dedicated locations;

- Replenish consumables (toilet tissue/hand soap/sanitiser)
- Clean toilets, urinals and cisterns
- Clean all hand basins
- Clean all mirrors
- Dust and damp wipe all window sills, door handles and partition tops
- Sweep floors including entrances and external walkways
- Mop all areas
- Wipe down doors and handles

Locations and cleaning frequencies;

LOCATION	AMENITY	FREQUENCY	EST. TIME per Clean
Streaky Bay	Youth Precinct	Daily	1 Hour
Streaky Bay	Pioneer Park	Daily	1 Hour
Streaky Bay	CBD	Daily	1 Hour 30 minutes
Streaky Bay	Doctors Beach	Daily	30 minutes
Streaky Bay	RV Park	Twice Weekly	30 minutes
Streaky Bay	Moore's Boat Ramp	Weekly	30 minutes
Cape Bauer Loop	Whistling Rocks	Weekly	1 Hour
Westall Way Loop	Tractor Beach Campground	Weekly	1 Hour
Perlubie Landing	Perlubie Beach	Twice Weekly	1 Hour
Haslam	Haslam Foreshore/Camp	Twice Weekly	1 Hour
Baird Bay	Baird Bay Campground	Twice Weekly	1 Hour
Sceales Bay	Foreshore	Twice Weekly	1 Hour
Wirrulla	Chapman Terrace	Twice Weekly	1 Hour

PART C

BAIRD BAY CAMPGROUND

The following is an optional addition for services undertaken at the Baird Bay Campground.

- a. Collection of Campground Fees and return to Council Principal Office
- b. Cleaning of Baird Bay Campground BBQ

HASLAM CAMPGROUND

The following is an optional addition for services undertaken at the Haslam Campground.

- a. Collection of Campground Fees and return to Council Principal Office

Section D – Work Health Safety Requirements

Formal Work Health Safety Requirements

Under the Work Health Safety Act 2012 (SA), the Council have a duty as a “person conducting a business or undertaking” (PCBU) to provide and maintain, so far as is reasonably practicable, a safe working environment for its employees, respondents, contractors, sub-contractors, consultants, visitors, and members of the public. To align with The Council’s WHS duties, the successful Respondent must comply and ensure that others comply with the following:

1. The Respondent engaged in providing the Services must identify and engage their own duties as a PCBU;
2. The Respondent must ensure through a documented and systematic approach, that it complies with any Acts, regulations, local laws and by-laws, guidelines applicable to the performance of the Services; and
3. The Respondent must comply with any reasonable directions of The Council’s Representative relating to safety and environmental matters if they arise.

General Advice

It is the responsibility of the contractor to comply with relevant state WHS legislation, relevant codes of practice, Australian standards and for reporting unsafe or unsatisfactory working conditions, hazards and incidents.

The Contractor is to complete and provide all relevant Safe Work documentation to the Council on Agreement appointment, prior to work commencing.

Reporting Hazards / Issues / Near Misses

In the instance of any incident, hazard or near-miss the Councils Superintendent shall be contacted as soon as practicable or within 24 hours and informed of the situation so that the Council can ensure the appropriate steps have been taken and the incident or hazard is formally reported and investigated where required.

Contractors must report immediately to the Council Superintendent any issue arising from a Safe Work SA Inspector or union representative visit. They must provide the Council with a copy of any document, report, notices, direction, etc. issued by the inspector / visitor.

The Council Superintendent or a Council WHS Representative who observes an unsafe practice has the right to direct a contractor to cease work until the safety concern is addressed to the satisfaction of the Council Superintendent or the WHS Representative. Council will take into consideration compliance to WHS requirements when selecting contractors for future work.

Section E – Form of Tender & Schedules

Instructions to Respondents

These forms have been designed to collect information needed to evaluate Tenders in accordance with the criteria stated in clause 11.11.1 - Section B – Tender Conditions.

1. Use these forms to provide information that demonstrates your compliance to those criteria.
2. All forms must be completed.
3. All information as set out in the forms must be provided.
4. Schedule 1 must be signed in the appropriate signature block.
5. Do not mark a form 'Not applicable' nor leave a form blank.
6. If the information required on a form is provided elsewhere in your Tender, then please provide a reference as to the location of the information on the relevant form.
7. If you are providing information that does not meet specified requirements, then you will need to indicate how you intend to meet those requirements.
8. If in doubt regarding use of any form or information required, then please contact the Nominated Contact Person in accordance with clause 2.2.3 - Section B – Tender Conditions.

Schedule 1 – Tender Form - Formal Offer

I, having read, understood, and fully informed myself of the contents, requirements and obligations of the Request for Tender, do hereby Tender to provide and complete the Services described in the Specifications, as per RFT, in accordance with the Agreement for the amounts set out in the Tender Return Schedules attached.

The Respondent:

1. is subject to the terms and conditions set out in the Conditions of Tender;
2. irrevocably offers to perform the Services on the terms of the Agreement and the Specifications, as per RFT, which form part of the Tender Documents subject only to the variations set out in Schedule **15**;
3. confirms that this Tender has been prepared without any consultation, communication, agreement, or other arrangement with any competitor regarding:
 - 3.1 prices or methods, factors or formulae used to calculate prices;
 - 3.2 the intention or decision to submit a Tender, or the terms of the Tender;
 - 3.3 the submission of a Non-Conforming Tender; and
 - 3.4 the quality, quantity, specifications, or particulars of the Services; and
 - 3.5 holds this offer open and capable of acceptance by the Council for a period of 90 days from the closing date.
4. Has sufficient resources to provide the Services required in the context of any other current and anticipated work commitments.
5. Confirms that its Tender considers conditions such as a pandemic which is declared by a Government Agency and measures are implemented by the Government Agency to address the pandemic, and the Tenderer has had regard to the knowledge of existence and impact of the Existing Conditions when entering into this RFT and
6. Confirms that any Addendums provided with this Tender have been reviewed and included in the Response.

The undersigned undertakes that if selected as the successful Respondent, I will execute and be bound by the Agreement in accordance with the Conditions of Tender.

Authorised Person Signature:	
Authorised Person Name:	
Authorised Title/Position:	
Name of Organisation:	
Date:	

Schedule 2 – Respondent's Details

Name of Respondent	
Entity Name (as listed on ABR and ASIC): (mandatory)	
State in full the name(s) of the person(s) listed in any Trust(s) or Partnership(s)	
State in full the registered business name(s) of the company(s)	
State in full the trading name(s) of the business	
Australian Company Name (ACN):	
Australian Business Name (ABN):	
Registered Address:	
Postal Address:	
Telephone:	
Email:	

Contact Person	
<i>Nominate a contact person for this Tender to deal with any questions or queries that may arise</i>	
Name:	
Position:	
Telephone (mobile):	
Email:	

Should the Request for Tender provided be successful, the Agreement will be executed in accordance with the following:

<input type="checkbox"/> Director/Company Secretary (Sec 127 Corp Act) Name of Director/Company Secretary: insert name of director/company secretary Email of Director/Company Secretary: insert email for director/company secretary And Name of Director/Company Secretary: insert name of director/company secretary Email of Director/Company Secretary: insert email for director/company secretary
<input type="checkbox"/> Sole Company Director & Sole Company Secretary (Sec 127 Corp Act) Name of Sole Director/Company Secretary: insert name sole director/company secretary Email of Sole Director/Company Secretary: insert email sole director/company secretary

Contractors Representative	
<i>Nominate the Contractor's Representative for Execution of an Agreement</i>	
Name:	
Position:	
Telephone (mobile):	
Email:	

Schedule 3 – Certification

1. Licences

List details of any licences, accreditations, or membership to relevant Industry Peak Body, currently held by the Respondent that would be required or relevant to undertake to provide the Services of this Tender. Respondents **must** provide copies of all relevant licences for all stages engaged under the Agreement in your response.

(please tick **where applicable**)

Certificate of Competency

- WorkZone Traffic Management
- Confined Space
- Working at Heights
- Certificate of Competency & White Card

Others (please specify)

- DHS Working with Children Check – Certificates must be provided prior to award

Details:

- National Police Check DRAFTING

Details:

- National Heavy Vehicle Accreditation (applicable for all vehicles over 4.5 GVM) – Provide Accreditation Certificate or procedure.

Details: e.g. Mass and Dimension Management, Fatigue Management, Speed Compliance, Loading and Load Restraint and/or Maintenance and Vehicle Standards

Please include and attach any other relevant licences or accreditations you may have.

2. Insurance

Respondents **must** provide copies of Certificate of Currency documentation with their response.

PLEASE NOTE: Certificate of Currency documents MUST be in the name of the Entity Name listed on the ABN.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Public and products liability (min \$20 million) per occurrence					
Contents					
Vehicles plant & equipment					
Directors and officers (if applicable)					
Return to Work SA Registration No					
Return to Work SA Registration expiry Date					
OR					
Personal Accident/Injury Insurance (sole Trader)					

Schedule 4 – Work Health & Safety and Risk Management

Respondents shall complete the following Work Health and Safety (WHS) Questionnaire. The intent of the questionnaire is to assess the Respondent's capability to meet the Principal's WHS requirements.

Item	Detail	Yes	No
1	WHS Policy and Management System		
1.1	<p>Is there a written company WHS Policy?</p> <p>If yes, please attach a brief outline of the WHS Policy.</p> <p>Please ensure that the WHS Policy identifies its compliance to legal obligations under the Work Health and Safety Act 2012, is signed, dated, and includes a review date.</p>	<input type="checkbox"/>	<input type="checkbox"/>
1.2	<p>Do you have a WHS Management System in place?</p> <p>If no, you will need to ensure you have appropriate safety systems in place to manage the Health and Safety of employees and members of the public, in line with the WHS Act and Regulations 2012. Please provide further details in the form of an index or extract of your system.</p> <p>If yes, and it has been accredited, please attach a copy of the accreditation certificate.</p> <p>If yes, and it is not accredited, please provide further details, and answer the following questions below.</p>	<input type="checkbox"/>	<input type="checkbox"/>
1.3	<p>Has the respondent identified any WHS risks in the provision of the services and if so, determined measures to ensure so far as is reasonably practicable, the health and safety of personnel involved in the provision of the services?</p>	<input type="checkbox"/>	<input type="checkbox"/>
1.4	<p>Has the respondent made personnel aware of their WHS obligations and WHS risks in the provision of the services?</p>	<input type="checkbox"/>	<input type="checkbox"/>
2	Safe Work Practices/Written Procedures		
2.1	<p>Has the company prepared Safe Operating Procedures (SOP)/Safe Work Procedures (SWP) specific to its operations?</p>	<input type="checkbox"/>	<input type="checkbox"/>
2.2	<p>Has the company prepared Safe Work Method Statements (SWMS)/Job Safety Analysis (JSA) or Task Risk Assessment (TSA) specific to its operations?</p> <p>Please provide a copy.</p>	<input type="checkbox"/>	<input type="checkbox"/>

	Has the company captured COVID-19 pandemic within these documents? If yes, please provide a copy. If no, please provide reason why:		
2.3	Is there a documented incident investigation procedure?	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Is there a procedure by which employees can report hazards at workplaces?	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Does the company keep records of hazards, incidents, and lost time injuries?	<input type="checkbox"/>	<input type="checkbox"/>
3	WHS Induction and Training		
3.1	Does the company have an induction and training program in place?	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Are records maintained of all induction and training programs?	<input type="checkbox"/>	<input type="checkbox"/>
4	WHS Inspections		
4.1	Are regular safety inspections undertaken at worksites?	<input type="checkbox"/>	<input type="checkbox"/>
5	Has the respondent been investigated regarding a WHS incident and, if so, provide the circumstances of the incident and outcome of the investigation.	<input type="checkbox"/>	<input type="checkbox"/>
6	Has the respondent been convicted of a work health and safety offence and if so, what were the circumstances?	<input type="checkbox"/>	<input type="checkbox"/>
7	Has the company assessed its proposed subcontractors in relation to WHS compliance?	<input type="checkbox"/>	<input type="checkbox"/>

Please check this box to confirm you acknowledge your obligations as 'principal contractor' under Regulation 293 of the *Work Health and Safety Regulations 2012 (SA)*.

Injuries	
Please provide details of any injuries and the outcome of any investigations or prosecutions	
Detail of Injury	Outcome of any Investigation/Prosecution

Please note: Council is committed to ensuring the safety of all workers and visitors. This commitment extends to ensuring services acquired meet or exceed all safety requirements and will not, in normal use, pose any or unexpected risks.

The successful Respondent will be required to undertake individual Inductions on site for each body of works to be undertaken.

The successful Respondent must acknowledge that it will, when on any Council premises, comply with all reasonable directions of the Council, including but not limited to documented procedures relating to WHS, and any security requirements. This obligation extends to all procedures which are notified to the successful Respondent by the Council, or which might reasonably be inferred by the successful Respondent in all circumstances. The successful Respondent must comply with all requirements under statutory WHS legislations.

Hazard Identification

Hazard Identification	
<input checked="" type="checkbox"/> Asbestos / lead	<input checked="" type="checkbox"/> Remote / isolated work
<input checked="" type="checkbox"/> Chemical exposure	<input checked="" type="checkbox"/> Restricted access
<input type="checkbox"/> Compressed air / pressure / vacuum	<input checked="" type="checkbox"/> Site access / security
<input type="checkbox"/> Confined Space / hazardous atmosphere	<input type="checkbox"/> Soil contamination
<input type="checkbox"/> Demolition	<input checked="" type="checkbox"/> Traffic / pedestrians
<input type="checkbox"/> Diving	<input type="checkbox"/> Underground / overhead services
<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Uneven / slippery surfaces
<input type="checkbox"/> Excavation / trenching	<input type="checkbox"/> Untrained / unlicensed workers
<input checked="" type="checkbox"/> Falling objects	<input checked="" type="checkbox"/> UV exposure
<input checked="" type="checkbox"/> Fire / explosion	<input type="checkbox"/> Welding
<input checked="" type="checkbox"/> Gas / fumes	<input type="checkbox"/> Working at heights
<input type="checkbox"/> Heat sources	<input type="checkbox"/> Working on or near live electricity
<input checked="" type="checkbox"/> Inclement weather	<input type="checkbox"/> Working over a pit hole
<input type="checkbox"/> Lack of first aid / emergency plan	Other (add to monitoring checklist):
<input checked="" type="checkbox"/> Lighting	<input type="checkbox"/>
<input checked="" type="checkbox"/> Manual handling / ergonomics	<input type="checkbox"/>

- | | |
|---|--------------------------|
| <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> |
| <input type="checkbox"/> Open bodies of water | <input type="checkbox"/> |
| <input type="checkbox"/> Others Working in the vicinity | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Plant / equipment / machinery | <input type="checkbox"/> |
| <input type="checkbox"/> Powered mobile plant | <input type="checkbox"/> |

Controls or precautions in relation to this Agreement

Physical isolations

- Barricading
- Electrical
- Gas
- Hydraulic
- Traffic
- Pneumatic
- Water

Other:

Plant & Equipment

- Elevating work platform
- Forklift
- Ladder
- Safety data sheet

Permits to Work:

- Confined space
- Hot work
- Working at heights

Other:

Personal Protective Equipment

- Clothing (*long sleeved shirt, trousers, overalls*)
- Eye wear (*sunglasses, safety glasses, goggles, face shield*)
- Gloves (*safety, chemical, heavy duty, riggers*)
- Head wear (*broad brimmed hat, hard hat, welding helmet*)
- Hearing protection
- High visibility vest or clothing
- Respirator/mask
- Safety boots
- Safety harness
- Spill containment kit
- Wet weather gear

Schedule 5 – Environmental Management System and Quality Systems

1. Environmental Management System	Yes	No
Do you hold current ISO 14001 Environmental Management (EMS) certification or an alternative Third Party Certification?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, please advise which Certification and provide a copy.</i>		

If you hold the above third party certification, you have finished completing Schedule 6. If you do not hold third party certificate, please complete the following sections:

1. Environmental Management System
1.1. Has the Respondent: <ul style="list-style-type: none"> • Considered any environmental risks in the provision of the Services; and • Identified practicable measures to remove or substantially mitigate these risks?
<i>If yes, please provide overview of mitigation strategy.</i>
1.2. Respondents are to provide details of their environmental management system and where possible, examples of: <ul style="list-style-type: none"> • Reports on environmental performance; • Incident reports including actions taken to address the incident and improvements to processes to reduce risk of occurring again; and • Environmental management plans established for other agreements.

Schedule 6 – Local Economic Benefit & Social Inclusion

In assessing responses, Council considers economic and social inclusion elements such as employment creation and training opportunities, specifically within the District Council of Streaky Bay.

In support of this commitment, Respondents are requested to provide evidence regarding where staff, subcontractors, equipment, and material supplies are sourced.

Employment		
The Council is seeking the numbers of labour hours your business will employ directly to deliver the Services from within the Council area, should you be successful.		
How many hours of labour will be used to perform the Services within your business?	Number of Hours Assigned	Number of employment labour hours sourced from (e.g. town):
e.g. 200 hours	150 50	e.g. District Council of Streaky Bay e.g. Adelaide
Subcontractors		
Subcontractor's name	Number of Hours Assigned	Number of subcontractor labour hours sourced from (e.g. town):
e.g. 200 hours	150 50	e.g. District Council of Streaky Bay e.g. Adelaide
Supply Inputs (e.g. equipment, machinery, merchandise, products, food & beverage, supplies and raw materials)		
Name of supplier and location (head office)	Location of product manufacturer for materials/equipment required to deliver the Services	Estimated \$ value of materials/equipment

Training / Social Inclusion		
Please provide details of traineeships, apprenticeships and support programs offered by your organisation to disadvantaged groups or vulnerable jobseekers such as long-term unemployed, people with disabilities, etc.		
Supplier Diversity		
Please provide details of employment by your organisation to Aboriginal and Torres Strait Islander people and businesses.		

Schedule 7 – Referees

Referees			
<p>The Registrant is required to provide information on past agreements, including referees. Referees may be contacted regarding the provision of Services offered in the Registrant's response. The Registrant must provide the information requested in the tables below for three (3) agreements for the provision of Services of a similar nature to those detailed in the Specifications undertaken in the last three (3) years or current. The Referees are not to be current employees of the Council or the Council itself.</p>			
Referee #1			
Client Name:			
Address:			
Contact Name & Position Title:			
Telephone:		Email:	
Period of Service Delivery:		Value of Services (ex GST)	\$
Relevance to Project Tendered:			
Referee #2			
Client Name:			
Address:			
Contact Name & Position Title:			
Telephone:		Email:	
Period of Service Delivery:		Value of Services (ex GST)	\$
Relevance to Project Tendered:			
Referee #3			
Client Name:			
Address:			

Contact Name & Position Title:			
Telephone:		Email:	
Period of Service Delivery:		Value of Services (ex GST)	\$
Relevance to Project Tendered:			

Schedule 8 – Organisation Structure, Facilities and Resources

1. Organisation structure
Provide details of the staff and the organisation structure proposed to be used for the performance of the Services. Details must include, but not be limited to, company and organisation structure, including size and location of office/s.

2. Fair Work Act	Yes	No
The Respondent confirms that staff are paid all statutory entitlements, are remunerated in line with the current awards or any other future relevant award (new, updated or amalgamated) and in accordance with the Fair Work Act 2009?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If no, please provide brief details/reasons of why not</i>		

3. Other details (e.g. specific plant & equipment, vehicles) – Provide details			
Item	Make	Capacity/No	Part of Works to be Utilised for

4. Proposed Subcontractors:
Provide details in the table below the proposed major sub-contractors or other representatives to be employed or engaged by the Respondent. The Respondent must specify and define the Services to be provided by sub-contractors.
NOTE: Council reserves the right to reject any of the subcontractors listed by the Respondent in this schedule and request the name(s) of alternative subcontractors

Subcontractors name and address	Services to be provided	Value of Services \$	Relevant Experience in similar Services

Licences/insurance adequate and current for all listed subcontractors.

The Respondent **must** declare that all subcontractors have adequate licences and/or insurances, and that they have been signed to ensure they are current. Respondents must provide copies, if requested by the Council.

5. Contingency arrangements:
Provide details of contingency arrangements should any of your facilities or sites required to facilitate the Services become unavailable in the short and long term or any key personnel resign or breakdown in critical plant and equipment.

6. Industrial Relations Record
Provide a summary of the Respondent's industrial relations record over the last three (3) years.

7. Conflict of Interest
Provide details of any interest, relationship or clients which may or do give rise to a conflict of interest and the issue about which that conflict or potential conflict does or may arise and how the disclosed conflict will be managed.

8. Current agreements

Provide details of current agreements in a local government, state government and/or private organisation environment including the range of Services provided, contact names and details for reference purposes.

Note: The Council may contact all or any organisations during the evaluation process to confirm respondents claims.

Organisation	Project	Contact Name/Number	\$'s	Completion Date

9. Other Commitments

Provide details of other work commitments expected to continue during the term of the Agreement.

Note: The Council may contact all or any organisations during the evaluation process to confirm respondents claims.

Organisation	Project	Contact Name/Number	\$'s	Completion Date

Schedule 9 – Experience

1. Past Performance	
1.1	For how many years has the Respondent engaged in the work required by the Agreement?
1.2	Has the Respondent had an appointment terminated on a project in the last (5) five years. If yes, please provide brief details.
1.3	Has the Respondent terminated on a project in the last (5) five years. If yes, please provide brief dates.
1.4	Has the Respondent refused to continue providing Services under an Agreement in the last (5) five years unless the terms or payments were changed from those which were originally agreed. If yes, please provide brief details.
1.5	For the last three (3) years, please provide details of any breaches and/or findings against your organisation in relation to, tax compliance, employment law, privacy legislation, other relevant legislation.

Schedule 10 – Implementation and Project Program

1. Implementation Schedule
Respondents must provide a brief plan that encompasses all activities as outlined under Section C – Specifications, including timelines for each activity.

2. Project Programme
Respondents must provide a comprehensive project programme that encompasses all activities required (including contingencies) and timelines for each activity from Agreement execution to the Agreement completion date (with the critical path clearly highlighted). Programme to include working days and hours of work.

3. Timeframe	Yes	No
Services are required to be delivered/installed by Insert response below. Please confirm whether this timeframe is achievable?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If no, please provide brief details.</i>		
<i>(Provide details/reasons why the timeframe for the provision of the Services cannot be achieved and any alternative timeframe)</i>		

Schedule 11 – Value Added Services and Improvement & Innovation

1. Value added services
Provide details of any other benefits you can offer to improve the level of service or value of your Tender.

2. Improvement and innovation
<p>Respondents are encouraged to detail suggestions and/or alternate proposals that are innovative and offer increased benefits to the Council. Below are some suggested categories:</p> <ul style="list-style-type: none"> • Cost Savings (must be stated in \$ terms); • Improvements to Work Health and Safety; • Improved Quality; • Reduction in Environmental Impacts; • Improved Customer Service; • Reduction of Inconvenience to the Public; • Reduction of Risk. <p>Respondents are also encouraged to suggest other categories.</p> <p>NOTE: Cost Savings offers may be considered as alternatives when finalising the contracted price.</p>

Schedule 12 – Warranty

In addition to any defect's liability period stated in the Draft Conditions of Agreement, Respondents must detail below any extended warranty/s offered, including any conditions and/or exclusions.

Warranty/s	Yes	No
Please indicate if there are any warranties, including any conditions and/or exclusions outside of the standard twelve (12) month warranty?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If yes, please provide brief details. (Provide evidence of any warranties)</i>		

Schedule 13 – Risk Plan

The Risk Plan outlines anticipated risks of the project and allocation between parties involved in the project. The Risk Plan is useful for building strong relationships between Council and its Contractors by ensuring that expectations and roles are clear upfront.

Respondent is required to complete the table and provide comment. Consideration should be given, but not limited to, Emergency Management Directions, WHS, quality, design, construction, site conditions, environment, traffic management and community engagement.

Should any item have commercial implications, the proposal must estimate these costs and identify all mitigation measures available to manage these costs. Further, if alternative risk allocations would impact on pricing, Respondents should clearly identify those alternatives and their associated impact on pricing.

Risk Template Ref No	Key Risk Description	Responsible Party (Designer/Construction/Council)	Summary Risk Treatment Strategies/commercial costs
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Schedule 14 – Pricing

RESPONDENTS MAY TENDER FOR ALL (OR PART) OF THE ITEMISED COMPONENTS BELOW

All prices must be listed exclusive of GST

This pricing:

- Will not be subject to variation except where provided in the Conditions of Agreement.
- Must be inclusive of all administrative costs and associated overheads and conforms to the requirements of the Proposal.
- Will be used for the purpose of assessing progress claims and as the basis for negotiation of variations under the agreement.
- Must be in Australian Currency.
- Pricing that has not been included in the Tendered price may not be approved for payment by the Council without full justification, and final approval, at the discretion of the Council. It is therefore essential that all possible charges are listed within the fixed price below.

PRICE SCHEDULE

C(A) 1-5; All items marked C(A) must be tendered for as one group

Ba; All items marked Ba must be tendered for as one group

All other items may be tendered for individually

If not tendering for an item please record in that item line "Not Tendered"

Item	Description	Unit	Item Total (ex GST)
C (A) 1	Principal Office	Week	
C (A) 2	Visitor Centre	Week	
C (A) 3	Infrastructure Depot	Week	
C (A) 4	Resource Recovery Centre	Week	
C (A) 5	Hall and Supper Room	Week	
Ba	Youth Precinct	Week	
Ba	Pioneer Park	Week	
Ba	CBD	Week	
Ba	Doctors Beach	Week	
Ba	RV Park	Week	
Ba	Moore's Boat Ramp	Week	
Ba	Whistling Rocks	Week	
Bc	Tractor Beach Campground	Week	
Bd	Perlubie Beach	Week	
Be	Haslam Foreshore/Fees	Week	
Bf	Baird Bay	Week	
Bg	Baird Bay Campground/BBQ/Fees	Week	
Bh	Sceales Bay Foreshore	Week	
Bi	Wirrulla Chapman Terrace	Week	

Tender Inclusions/Exclusions

Respondent to provide details of all inclusions/exclusions in the tables below:

Inclusions:

Exclusions:

Schedule 15 – Statement of Conformity

If the Respondent does not comply with all the requirements of the Tender Documents, the Respondent must list below all areas of non-conformity, partial conformity or alternative offer and the reasons therefore.

The Tender must be read to disregard and render void any area of the Tender which is non-conforming, partially conforming or an alternative offer except to the extent detailed in this Schedule.

If any non-compliance is determined to be unacceptable, the Tender may not be further considered.

NC = Non-conforming

PC = Partial conforming

AO = Alternate offer

Statement of Conformity		Yes	No
Does the Tender conform to the requirements of the Tender Documents?		<input type="checkbox"/>	<input type="checkbox"/>
Respondent to confirm any requested changes to the Draft Agreement provided as part of this Tender.		<input type="checkbox"/>	<input type="checkbox"/>
<p>PLEASE NOTE: Changes will not be considered to the Draft Agreement after the Tender period has concluded should your Tender be successful.</p> <p>If your Tender does not conform, or you request changes to the Draft Agreement, please identify the areas of non-conformity/changes below:</p>			
Area/Clause/Schedule of non-conformity	Reason/Alternative Wording for Consideration by Council	NC/PC/AO	