

Request for Quotation – RFQ230825DHS

- Project:** Roadside & Spot Spraying – Highway, Regional and Local Roads
- Location:** Various roads throughout the Coonamble Local Government Area
- Closing Date:** 10am, Friday, 25 August 2023
- Site Inspection:** Potential suppliers may organise a site visit with the responsible Council officer before finalising their submission (phone 6827 1900).
- Submission:** Submit completed Quotations on the supplied Quotation Form, with required attachments, to:

General Manager
Coonamble Shire Council
PO Box 249
Coonamble NSW 2829

or electronically as a PDF file to council@coonambleshire.nsw.gov.au

Note: Council reserves the right not to accept any quotation or award a contract. Council is not responsible for any costs associated with a supplier's preparation and submission of a quotation.

Background to the project:

Council is responsible for ensuring the vegetation on local roadsides are sprayed and maintained as part of our RMCC Contract with Transport for NSW and our maintenance program on local and regional roads.

Council is seeking to develop a panel of preferred suppliers for this work.

Potential suppliers are requested to provide a **rate/hour, number and configuration of teams** and **availability of back-up equipment** in the event of break-down, for the provision of a wet hired ute with spray tank/trailer with boom and hand wand and escort vehicle service to complete the described work.

All work is on roads that are virtually flat, with very little rise or fall in gradient.

Scope of Works:

Work will involve spraying from the edge of the bitumen to the guidepost of each road. It will also include spot spraying. Each vehicle **MUST** be fitted with rotating/flashing beacons and utilise these while working. Escort vehicle must also have "ROAD PLANT AHEAD" sign fitted to rear of vehicle. A escort vehicle isn't required for spot spraying.

Outputs (measures and quality)

As per the above specifications provided, as well as:

- All efforts are to be made to complete the project without damage to other Council infrastructure.
- Any damage to non-Council infrastructure will be at the cost to the contractor.
- All works, materials, plant and traffic control to be the responsibility of the contractor.

Supply of materials and resources:

The successful supplier will be required to source and supply:

- Ute, fitted with flashing lights, and spray tank or trailer, with operator.
- Escort vehicle fitted with flashing lights and required signage, with operator.
- Names of operators and verification of competency to operate the machinery (if relevant).

Council will supply:

- Table of roads (and distances) to be sprayed.
- Areas that require spot spraying.
- All chemical required to undertake works.
- Daily Hired Plant timesheet book.
- Program of Work (frequency will be dependent on rates of growth of roadside vegetation).

Submission:

Please complete your submission on the supplied **RFQ230821DHS - Quotation Form**.

Council gives very high priority to the safety of suppliers, their workers and sub-contractors. Your submission must be accompanied by:

- Certificates of Currency for Public Liability Insurance, Professional Indemnity (if relevant), Product Liability (if relevant) and Workers Compensation Insurance (if relevant).
- Evidence of ChemCert.
- 900 Series Forms (attached).
- Management Plans (CoR), Quality, Environmental and WHS).
- A Safe Work Method Statement(s).
- Traffic Guidance Scheme (formerly TCP).

Submissions not including proof of insurances and a formalised, systematic approach to workplace safety will not be accepted.

How your quotation will be assessed in relation to other submissions:

Each submission will be evaluated in two stages:

Stage 1: Safety compliance

- Proof of insurances supplied → to Stage 2 of assessment.
- No proof of insurances → No further consideration.
- Proof of a formalised, systematic approach to workplace safety supplied → to Stage 2 of assessment
- No proof of a systematic approach to workplace safety → No further consideration.

Stage 2:

Total Rate/Hour*	50%
Experience and capacity (evidence of previous experience, capacity to commit to work the project without interruption)	20%
Approach/Methodology (Evidence of an aggressive but achievable project plan, that will deliver the project by the requested completion date, that explicitly takes into account uncertainty and unforeseen delays).	5%
Management (Evidence of a Risk Matrix or Risk Management Plan, the applicability of your Safe Work Method Statements to the nature of the work in the project,	25%

** Council has a Local Preference Procurement Policy and it impacts how the price component of your submission will be assessed.*

If your business address is within the Coonamble Local Government Area, the net price (before GST) you quote in your submission will be assessed as if it were 10% cheaper. Council will still pay you according to your quoted price, if you are chosen as the preferred supplier.

If your business address is located outside Coonamble Local Government Area, during the assessment process, the net price for any supplies or services you source from within the Coonamble Local Government Area will be assessed as if they were 10% cheaper – provided the net price quoted for these is at least one-quarter (25%) of your total quoted net price. Council will still pay you according to your quoted price, if you are chosen as the preferred supplier. It is important then to show, when completing your submission: (1) your total net price and (2) the total net price of all Coonamble LGA-sourced goods and services.

The ‘fine print’:

**Coonamble Shire Council’s General Terms and Conditions
for the Supply of Good and/or Services**

INVOICE/QUOTE PRICE	The Price of goods or services includes: 1. All taxes, duties and other imposts for which the Supplier is liable; and 2. All amounts payable for the use of patents, copyright, registered designs, royalties, trademarks and other intellectual property rights.
GOODS	All goods supplied pursuant to this Request for Quotation shall be new and unused unless otherwise specified.
SERVICES	All services provided pursuant to this Request for Quotation shall be in accordance with the Scope of Works. The Supplier shall indemnify Coonamble Shire Council against all suits, claims and actions arising in any way whether directly or indirectly for the performance of the services.
TERMS OF PAYMENT	Payment will be made only on a correctly rendered invoice. Invoices which fail to correctly quote the Purchase Order number or are otherwise incorrect may be returned unpaid. Payment is due 30 days from receipt of invoice or acceptance of goods and/or services, whichever is later. Early settlement will be considered for discounts offered but without prejudice to the standard 30-day payment period. Payment is in accordance to the milestone payments set out in the supplier’s schedule of payments.
PACKAGING & MARKING	All goods must be suitably packed at the Supplier’s expense to ensure delivery in good order and condition. Each item shall be marked indicating Coonamble Shire Council’s order number and full delivery point details.
PRICE VARIATIONS	No price variations will be accepted, once the supplier has been contracted, unless the Supplier has notified the Contact Officer, and the Delegated Authority has accepted the variation.
SPECIFICATION	All goods or services supplied against the Request for Quotation shall be free from defects in materials and workmanship and be at least of merchantable quality and shall conform to any specifications and descriptions set out on the Supplier’s response to the Request for Quotation.
DELIVERY	All goods or services are to be delivered at the time and place detailed in the Supplier’s response to the Request for Quotation. Delivery will be Free Into Store unless otherwise specified.
INSPECTION & ACCEPTANCE	All goods are subject to check and inspection before acceptance, which shall take place at Coonamble Shire Council’s delivery point and the Coonamble Shire Council may reject any goods supplied incorrectly, damaged in excess of quantities specified on Supplier’s response to the Request for Quotation, or otherwise found not to be in accordance with these terms and conditions. If Coonamble Shire Council rejects any goods, the Supplier must, at no expense to Coonamble Shire Council, remove the goods and, at Coonamble Shire Council’s sole discretion: 1. Replace the rejected goods; 2. Refund any payment for the rejected goods; or 3. Repair the goods to the satisfaction of Coonamble Shire Council.
CANCELLATION	Coonamble Shire Council reserves the right to cancel the acceptance of this Request for Quotation in whole or in part if delivery is not made by the due delivery date specified in the Supplier’s response or if the Supplier is in breach of any other term or condition of the Request for Quotation or if the Supplier becomes insolvent or any formal action is taken against the Supplier in respect of insolvency.
TITLE AND RISK	Risk of loss or damage to goods and title shall pass to Coonamble Shire Council on acceptance by Coonamble Shire Council.
INDEMNITY – INTELLECTUAL PROPERTY RIGHTS	The Supplier indemnifies Coonamble Shire Council against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, royalty, trademark or any other intellectual property rights, by reason of the purchase, possession or use of the goods.
HAZARDOUS MATERIALS	The Supplier shall provide material safety data sheets for any hazardous substances to be supplied for this project.
ASSIGNMENT	The Supplier must not, without consent in writing from Coonamble Shire Council, assign the Supplier’s rights under the Contract.
APPLICABLE LAW	The Project will be governed by and construed in accordance with the laws in force in New South Wales.
ENTIRE AGREEMENT	These terms & conditions constitute the entire agreement of the parties in relation to purchase of the goods or services specified in this Request for Quotation and all other agreements warranties and representations are excluded, except for: 1. Any request for quotation issued by Coonamble Shire Council in relation to the goods or services; or 2. Any formal contract executed by both parties prior to the date of acceptance of this quotation.
WORK HEALTH AND SAFETY	The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk. The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter. The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provisions of the Goods if requested.
SUBCONTRACTORS	Subcontractors not mentioned at the time of quotation require approval from Coonamble Shire Council. Subcontracting of any part of, or the entire Supplier’s obligations on acceptance, will not relieve the Supplier from any of its obligations upon the Acceptance of this Quotation. The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services upon the Acceptance of this Quotation. The Supplier acknowledges that the Customer may be required to disclose publicly such information. The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier’s obligations upon Acceptance of this Quotation, imposes on the Subcontractor the same obligations that the Supplier has upon the Acceptance of this Quotation. At the Customer’s request, the Supplier, at no additional cost to the customer, must promptly remove from involvement any Subcontractor that the Customer reasonably considers should be removed.
EARLY WARNING	Each party must promptly inform the other if it becomes aware of anything that is likely to affect the time for completion, or the cost or the required quality of the deliverables. This must be given in writing.
LICENCES AND APPROVALS	During the Warranty Period for the Goods, the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to Customer. The Supplier must provide the Customer with all relevant third-party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer’s warranties in respect of the Goods it has manufactured and supplied.
VALIDITY OF THE QUOTATION	Quotations will be valid for the period specified by the supplier. For projects that are grant-funded, and where there may be a delay of three to four months between the preparation of the original quotation and allocation of funding, suppliers will be requested to update quotations before a final determination is made.
WORKMANSHIP	To the extent that the standard of workmanship is not specified in the Request for Quotation, it must comply with the applicable industry standards, including (without limitation) the Building Code of Australia and any applicable Australian Standards and be fit for purposes for which they are required.
KEY PERSONNEL	The Supplier must ensure that the Key Personnel set out in the Quotation perform the part of the Services specified in that item. The Supplier must ensure that Key Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer’s written consent will not be unreasonably withheld.
TERMINATION	In addition to any other rights either party has upon acceptance of the Quotation, the Customer acting in good faith, may at any time terminate the project or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.