

## Request for Tender – TEN230714DL

<b>Project:</b>	Coonamble Youth Empowerment Project
<b>Location:</b>	Coonamble Local Government Area, NSW
<b>Closing Date:</b>	10am, Thursday, 13 July 2023
<b>Project Completion Date:</b>	30 June 2025
<b>Site Inspection:</b>	Potential suppliers may organise a site visit with the Manager of Economic Development and Growth, Mr David Levick, before finalising their submission (phone 6827 1900).
<b>Submission:</b>	Submit completed Quotations on the supplied Quotation Form, with required attachments, to:  TEN2301714DL Coonamble Shire Council PO Box 249 Coonamble NSW 2829  or electronically as a PDF file to <a href="mailto:council@coonambleshire.nsw.gov.au">council@coonambleshire.nsw.gov.au</a>

*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.*

*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. All agencies with a regional or statewide presence will be considered as being located outside Coonamble Local Government Area.*

*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 (up to a maximum of \$15,000) – 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 Quotation Form or submission: (1) your total net price and (2) the total net price of all Coonamble LGA-sourced goods and services.*

### Background to the project:

Coonamble has the second highest rate of domestic violence recorded in NSW, perpetuated by (among many other factors) behaviour learned in the home, where young people see a parent and his/her partner role model to them both aggression and violence, by the perpetrator, and submission and helplessness, by their victims.

Young people come to see these behaviours as acceptable and normal. They perpetuate these destructive patterns of interaction when they themselves become parents, often at a young age, due to limited engagement in formal education.

The education of these young people is impacted negatively by these patterns of domestic violence in the home, through an inability to complete homework in a quiet, supportive and adequately resourced physical environment and through its negative impact on self esteem, increased levels of anxiety and physical, psychological and sexual abuse.

Your proposed two-year program will address the root causes of the above behaviours and outcomes, with the view of breaking this cycle of learned, reactive behaviour.

**Anticipated Budget:**

Funding for this project is provided through the Department of Regional NSW. Your budget should be between \$800,000 to \$1,000,000 (exc. GST) including up to 10% contingency and with no more than 10% allocated to project management.

**Deliverables (measures and quality)**

The successful supplier will be required to propose and deliver a two-year program that:

- Empowers young people (12 to 24-year-olds) to take charge of their own futures — through skill and capacity development — and to value themselves and others more positively, including but not limited to:
  - Improved work-ready skills.
  - Improved engagement at school.
  - Improved life skills of cooking, cleaning, budgeting and first aid.
  - Enhanced self-worth and respect for others.
- Delivers human and activity resources, in conjunction with Coonamble Shire Council and other agencies, for a school holiday activity/fun program for children (5 to 11-year-olds) and young people (12 to 24-year-olds) of Coonamble Shire for a minimum of two hours on four of the five weekdays of each school holiday period (except public holidays); eg. during the two-week September school holidays, an activity would be organised for two to three hours on 8 of the 10 weekdays of the school holiday period.
- Demonstrates the capacity to sustain itself beyond the period funded through the Regional Youth Investment Program of the Department of Regional NSW (ie. two years).
- Provides periodic (usually quarterly) activity and financial reports to Coonamble Shire Council.

**Supply of materials and resources:**

*The successful supplier will be required to source and supply:*

- All human and other resources required to project manage and deliver their proposed program.

*Council will assist in the supply of:*

- Contact details of other youth agencies with whom collaboration may be possible.
- Gulargambone Youth Centre and/or Coonamble Showground Pavilion facilities as venues for the school holiday program component of the project.
- Some additional funding for complementary activities.

**Supply of Quotation:**

Please complete your quotation on the supplied **TEN230713DL - Quotation Form**.

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

- Certificates of Currency for Public Liability Insurance, Professional Indemnity (if relevant), Product Liability (if relevant) and Workers Compensation Insurance.
- A comprehensive Risk Management Plan.

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

In addition, you are asked to provide comprehensive responses (with supporting evidence attached) to the following:

- **A project description and rationale**, detailing the program you propose to deliver in Coonamble Shire to achieve the specified deliverables and how it will impact participants and their families (20% of your submission's assessment).
- **A project plan** showing how your project will deliver the required outputs and outcomes, as well as identifying key activities and milestones (25% of your submission's assessment).
- **A comprehensive budget** that relates to the delivery of the components of your project plan (30% of your submission's assessment).
- **Detailed evidence of your experience and capacity** to deliver your proposed plan (25% of your submission's assessment).

You will also be required to declare any real or potential Conflict of Interest with staff of Coonamble Shire Council where a current formal or informal relationship between you, or any person you employ, enables you to coerce staff of Coonamble Shire Council in any way that would jeopardise Council's independence in overseeing this project and managing its funding.

Your submission should also suggest a preferred schedule of payments, based on key milestones or deliverables. Council's recommendation is for six-monthly payments, with a project start payment, upon formal engagement of the successful contractor (at contract signing) and a project end payment (at the end of the funding period), with three six-monthly payments between.

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

Each quotation will be evaluated in two stages:

#### Stage 1: Safety compliance

- ☐ Proof of insurances and child protection compliance → to Stage 2 of assessment.
- ☐ No proof of insurances and child protection compliance → No further consideration.
- ☐ Proof of a formalised, systematic approach to the safety of employees and project participants supplied → to Stage 2 of assessment
- ☐ No proof of a systematic approach to the safety of employees and project participants supplied → No further consideration.

#### Stage 2:

Total price and budget*	30%
Project description and rationale	20%
Project plan	25%
Experience and capacity to deliver	25%

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*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.