**Request for Tender**

**Request Title:**

Design and Construction of Indoor Courts and Change Room Facility

**Request Number:**

RFT20250901

**Closing Time:**

2.00pm on Monday, 13 Oct 2025

Australian Western Standard Time (AWST)

**Enquiries:**

In the first instance via the Tenderlink Forum

Name: **Peter Stubbs**

Position: Chief Executive Officer

E-mail: peter.stubbs@williams.wa.gov.au

Telephone: 98851005 or 0429 900 005

**Issued By:**

Shire of Williams

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# Part A – Request for Tender

**Please read and keep this Part**

Introduction

Background

The Shire of Williams (the Principal) is seeking to engage a suitably qualified and experienced Contractor to design and construct an Indoor court facility with a ablutions and changerooms

The Contractor will be required to provide all labour, intellectual property, supervision, administration, and research and pay all fees and charges and other disbursements necessary to carry out the services required under the proposed contract.

The contractor services include the Concept Design, Design Development, Documentation and Construction of the Facility to the Project Specification and current Regulatory Standard.

Submission of Offer

* + 1. Lodgement and Method of Delivery

The Offer must be submitted by the Deadline.

The Deadline for this Request is **2.00pm on Mon, 13 Oct 2025**

The Offer is to be lodged electronically by utilising the TenderLink E-Tendering website: <https://illion.tenderlink.com/tenders/>

Mailed, emailed, hand delivered, or facsimile submitted Offers will not be accepted.

* + 1. Submission Requirements

The Respondent shall ensure that all Offers are submitted electronically.

All electronic submissions must:

* Be collated into either a single Zip folder; or
* Ensure that the title for each document clearly describes content.
* Please upload all request documentation with the file name **RFT 20250901 and the Respondent’s name.** Please ensure there are no folders within folders, dashes, slashes, or any special characters in the file name.
* Please allow enough time to upload your documentation.

Offers may be submitted in either Microsoft Word format or searchable PDF format, except for the Pricing Schedule which must be returned using the Microsoft Excel spreadsheet that is provided as an attachment.

* + 1. Multiple Lodgements

Where a Respondent lodges more than one Offer for a Request, the Request documents and electronic files shall be clearly labelled and named to identify whether the submission:

* Supersedes a previously lodged Offer.
* Is an alternative Offer; or
* Is additional to a previously lodged Offer.
	+ 1. Signatures

Signatures are not required on electronically submitted Offers. All electronically submitted Offers shall be treated in accordance with the *Electronic Transactions Act 2011 (WA)*.

Offer Validity Period

The Offer Validity Period is for a period of 90 days after the Request closing date, or such other period as may be mutually agreed in writing between the Respondent and the Customer.

Tenderlink

The Shire manages all Request processes through its TenderLink E-Tendering website: <https://illion.tenderlink.com/tenders/>

The Respondent may register for free on the TenderLink website to ensure that the complete Request has been downloaded, including any and all addenda.

Request for Information – Contact Persons

Any requests for information or clarification **must be in writing** in the first instance on the Tenderlink Forum.

Respondents should not rely on any information provided by any person other than that listed below:

|  |  |
| --- | --- |
| Name: | **Peter Stubbs** |
| Position: | Chief Executive Officer |
| Phone: | 98851005 or 0429 900 005 |
| E-mail: | peter.stubbs@williams.wa.gov.au |

**Date and time after which questions cannot be submitted is:**

 **4:00pm on 6th Oct 2025 Western Australia time**

We are not obliged to respond to all queries lodged by tenderers. However, we will endeavour to answer questions within a reasonable timeframe. If we think it would be helpful for all tenderers to have access to our answer, we may at our discretion post the answer on the [Tenderlink Portal](https://portal.tenderlink.com/subiaco/login?ReturnUrl=%2Fsubiaco%2F) where it will be available to all tenderers.

In addition, a Respondent who considers that there may be a discrepancy, error or omission in this Request, or in any relevant information provided should ask the Shire for clarification. Where the Shire considers it appropriate, it may issue a clarification to prospective Respondents or as an Addendum to this Request.

Pre-Tender Briefing

A pre-tender briefing will be held:

|  |  |
| --- | --- |
| Time: | **11:00 am****Western Australia time** |
| Date: | **19 Sept 2025**  |
| Location: | **Shire of William Sport Pavilion.****Recreation Road, Williams, WA 6391** |

Whilst attendance is not mandatory, it is strongly recommended. To confirm your attendance, please email the Contact Persons listed on 1.5

at least two (2) business days before the proposed briefing.

We may, at our discretion, change the time, date or location of the pre-tender briefing, or cancel the pre-tender briefing, at any time. If you have not confirmed your attendance, you will not receive notice of any change or cancellation.

Feedback

Following the appointment of the successful Respondent, feedback on unsuccessful Offers can be obtained by contacting the Officer nominated at Section 1.5 of this Request. Feedback requests must be made in writing. Information that relates to opportunities for the submission in question to improve and the percentage ranking position achieved will be provided in a written format. The Shire does not provide one to one de-briefing meetings. In accordance with *Regulations 16 (3c), 17(3) and 19 of the Local Government (Functions and General) Regulations 1996*, a Respondent will not be provided with information concerning other Offers, except for publicly available information such as the name of the successful Respondent and the total price of the winning Offer. This feedback opportunity does not limit requests made under the *Freedom of Information Act 1992* or under a court order.

Request Conditions

The Request Conditions are contained in Attachment A of this Request and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

The General Conditions of Contract are the Australian Standard 4902-2000 and incorporate Attachment B – AS 4902-2000 Annexure A

Canvassing

If a Respondent, whether personally or by an agent, canvasses any of the Shire's Elected Members or employees or Consultants with a view to influencing the acceptance of a submission by it or by any other Respondent, then regardless of whether the canvassing had or may have had any influence on the acceptance of the quotation, the Shire may at its discretion decline to further consider that submission.

Contract Sign Process

The Shire may utilise an electronic document signature solution powered by **Adobe Sign** for the electronic execution of contracts. In circumstances where this method is used, the preferred Respondent will receive an invitation from Adobe Sign to electronically sign the contract. There is no requirement for the preferred Respondent to have an account or log in details. Once this has been completed, the Shire will execute the contract and a copy will be provided.

Where electronic signatures are not used, the Shire will provide two copies of the contract to be signed by the Respondent and returned via post at the Respondent’s cost.

Selection Process

Selection Process

* + 1. Purpose of this Request

The purpose of the Request is to enable prospective suppliers to formulate their Offers to the Shire and to enable the Shire to decide (in accordance with Regulation 11 of the *Local Government (Functions and General) Regulations 1996)* which, if any, of the Offers that it receives would be most advantageous to the Shire.

* + 1. Choice of Offer and notification

The Shire:

1. may decline to accept any Offer (see Regulation 18(5) of the *Local Government (Functions and General) Regulations 1996*).
2. may decide to accept all or part of an Offer.
3. is to give written notice of its acceptance to the successful Respondent,
4. is taken to accept the successful Offer (or the specified part of the successful Offer) when the Shire’s written notice:
5. is delivered to the successful Respondent; or
6. if posted, would have been delivered to the successful Respondent in the ordinary course of post; and
7. is to give each Respondent written notice containing particulars of the successful Offer or advising that no Offer was accepted (see Regulation 19 of the *Local Government (Functions and General) Regulations 1996*).
	* 1. Evaluation Process

The Shire’s key objective for procurement is to ensure that when purchasing goods and/or services, value for money is achieved. To achieve the best possible value for money outcome, for every dollar spent, the Shire assesses the costs and benefits of, and risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining value for money, the Shire will:

1. apply Council Policy O 1.23 Purchasing Policy to the assessment of Offers (Policy can be viewed and downloaded from the Shire’s website at <http://www.William.wa.gov.au>)
2. assess Offers against the Compliance and Disclosure Requirements in Section 3 in Part B
3. assess Offers against the Resource and Management System Requirements in Section 4 in Part B
4. assess Offers against the Qualitative Requirements in Section 5 in Part B
5. assess Offers against the Insurance Requirements in Section 6 in Part B
6. assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 3
7. Consider any previous process conducted such as an Expression of Interest
8. Consider any clarification received
9. Consider all risks
10. Take into any information received with references.

To assist the Shire in deciding which Offer to accept, a Respondent may be asked to clarify the information provided in the Offer and clarification may include the Respondent making a presentation, a demonstration, providing a test environment or arranging for nominated Shire employees to visit a Site. Evaluation scores may be revised based on clarifications. The Shire will decide which, if any, of the Offers it thinks would be most advantageous to accept.

The Shire reserves the right to shortlist at any point during the evaluation process. Shortlisting can be based on compliance, qualitative criteria, price or references.

If the Respondent’s Offer refers to information on its website, or on any other website, the Shire may decide not to take into account that information when evaluating an Offer.

In evaluating an Offer, the Shire may consider any information regarding the Respondent that the Shire has in its possession or receives from any source, including information about the past or current performance of the Respondent under any other contract, arrangement or dealing between the Respondent and a Public Authority.

After choosing the successful Respondent, the Shire may negotiate with that Respondent about the terms and conditions of the proposed contract. If agreement cannot be reached, the Shire may choose, and enter negotiations with, the Respondent which it considers to be the next most advantageous.

* + 1. Compliance and Disclosure Requirements

Under the *Local Government (Functions and General) Regulations 1996* an Offer that is not submitted at a place, and within the time, set out in the Request for Tender must be rejected.

The Shire will, in its value for money assessment, consider the extent to which the Offer satisfies the Compliance and Disclosure Requirements. The Shire reserves the right to reject any Offer that does not properly address any of these Requirements and/or which contains material departures from those Requirements.

Any submission that fails to submit the Identity of Respondent in **Part B Section 2** will be rejected.

# Part B – Content Requirement and Respondent’s Offer

**Part B to be completed by the Respondent and returned to the Shire.**

1. Note to Respondent

In preparing its Offer, the Respondent must:

1. address each requirement in the form set out in this Part B
2. consider the Shire’s Contract requirements, General and Special Conditions outlined in Attachment B – Draft Contract.
3. in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples
4. assume that the Shire has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Shire; and
5. nominate any Offer information that the Respondent wishes to expressly and reasonable nominate as confidential for the purposes of the Request Conditions.

Identity of Respondent

The Respondent must provide the following details:

|  |
| --- |
| Respondent to Complete: |
| Name of Legal Entity |  |
| ACN (if a company) |  |
| Registered address or address of principal place of business |  |
| Trading Name |  |
| ABN |  |
| Contact Person |  |
| Contact Person Position Title |  |
| Contact Person Email |  |
| Email of Director for contract execution in accordance with s127 of the Corporations Act 2001 (if awarded) |  |
| Email of 2nd Director or Secretary for contract execution in accordance with s127 of the Corporations Act 2001 (if awarded) |  |
| Telephone |  |
| Address for service of contractual notices |  |

 **Note: The Offer does not require the Respondent’s signature.**

Financial Position

|  |  |
| --- | --- |
| Are you presently able to pay all your debts in full as and when they fall due? |   Yes [ ]  No [ ]  |
| Are you currently engaged in litigation as a result of which you may be liable for $500,000 or more? |   Yes [ ]  No [ ]  |
| If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due? |   Yes [ ]  No [ ]  |

Compliance and Disclosure Requirements

The Shire reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from Attachment B – Draft Contract and any associated Schedules.

Compliance

* 1. Request Conditions (Attachment A)

The Respondent must confirm whether it will comply with the Request Conditions. If the Respondent will not comply with any clause of the Request Conditions, the Respondent must set out:

1. the clause it will not comply with
2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Attachment A – Request Conditions; and
3. the reason for non-compliance.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent agree to the Request Conditions? |
| **Yes**[ ]  | **No**[ ]  |
| If no, provide details: |

* 1. Draft Contract - General Conditions (Attachment B)

The Respondent must confirm whether it will comply with the General Conditions as defined in Attachment B - Draft Contract. If the Respondent will not comply with any of the General Conditions, the Respondent must set out:

1. the General Conditions clause(s) it will not comply with
2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions; and
3. the reason for non-compliance.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent agree to the General Conditions? |
| **Yes**[ ]  | **No**[ ]  |
| If no, provide details: |

* 1. Draft Contract – Specifications and Special Conditions (Attachment B)

The Respondent must confirm whether it will comply with the Specifications and Special Conditions as defined in Schedule 2 of Attachment B - Draft Contract. If the Respondent will not comply with any of the Specifications and Special Conditions, the Respondent must set out:

1. the clause it will not comply with
2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Attachment A – Request Conditions; and
3. the reason for non-compliance.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent agree to the Specifications and Special Conditions? |
| **Yes**[ ]  | **No**[ ]  |
| If no, provide details: |

Disclosures

* 1. Participants

|  |
| --- |
| **Respondent to Complete:**Is the Respondent acting as an agent or trustee for another person or persons? |
| **Yes**[ ]  | **No**[ ]  |
| If yes, provide details: |
| Is the Respondent acting jointly or in association with another person or persons? |
| **Yes**[ ]  | **No**[ ]  |
| If yes, provide details: |

* 1. Criminal Convictions

The Respondent must confirm that neither the Respondent nor any person to be included in undertaking this Contract (if awarded) has been convicted of a criminal offence that is punishable by imprisonment or detention.

|  |
| --- |
| **Respondent to Complete:**Has the Respondent or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention? |
| **Yes**[ ]  | **No**[ ]  |
| If yes, provide details: |

* 1. Conflict of Interest

The Respondent must declare and provide details of any actual, potential, or perceived conflict of interest.

|  |
| --- |
| **Respondent to Complete:**Does the Respondent have any actual, potential, or perceived conflict of interest in relation to the performance of the Contract (if awarded) by the Respondent? |
| **Yes**[ ]  | **No**[ ]  |
| If yes, provide details: |

* 1. Australian Business Number (ABN)

Please attach a PDF of your ABN details from the Australian Business Register Lookup <https://abr.business.gov.au/> or the ASIC register showing the Respondents business details including ABN.

|  |
| --- |
| **Respondent to Complete:**Attached? |
| **Yes**[ ]  | **No**[ ]  |
| **Location:**(e.g. Section, page number) |

Addenda

|  |
| --- |
| **Respondent to Complete:**If addendums have been issued, please acknowledge that the Respondent has received each addendum and has made allowances for this in its Offer to reflect the information issued. |
| **Yes**[ ]  | **No**[ ]  |
| Provide details: |
| Note: Failing to acknowledge all addenda may result in non-compliance |

Resource and Management System Requirements

Person or Company Profile

The Respondent is to provide details of the person or company responsible for the provision of the services (i.e. company profile, history, etc.).

|  |
| --- |
| **Respondent to Complete:**  |

Work Health and Safety

The Respondent is to attach a copy of its Work Health and Safety Policy and Management Plan which should include how the Respondent will manage events that may arise in the performance of this Contract (if awarded).

|  |
| --- |
| **Respondent to Complete:**Please attach a copy and provide reference to its location in your Offer.Attached? |
| **Yes**[ ]  | **No**[ ]  |
| **Location:**(e.g. Section, page number) |

Safety Records

The Respondent is to attach a copy of its safety records and history of its Lost Time Injury Frequency Rate (LTIFR).

|  |
| --- |
| **Respondent to Complete:**Please attach a copy and provide reference to its location in your Offer.Attached? |
| **Yes**[ ]  | **No**[ ]  |
| **Location:**(e.g. Section, page number) |

Safety Management

The Respondent is to attach a copy of a completed and relevant JSA/JHA or similar risk assessment.

|  |
| --- |
| **Respondent to Complete:**Please attach a copy and provide reference to its location in your Offer.Attached? |
| **Yes**[ ]  | **No**[ ]  |
| **Location:** (e.g. Section, page number) |

Disability Access and Inclusion

Where services could impact public access and inclusion (e.g. public consultation, re-routing footpath), the Respondent is to provide details of activities that support access and inclusion.

|  |
| --- |
| **Respondent to Complete:**The project will require to meet the minimum access requirement as per NCC from the disable parking to the public part of the building such as, access to Gym, Courts, universal toilets, which will form part of project.If access to essential public amenities is disrupted by the new works, alternative access, such as temporary or re-routing the footpath, will be considered and consulted with the Shire during documentation of the construction work.  |

Qualitative Requirements

 The Qualitative Requirements are not weighted equally. Refer to the % weighting for each Requirement listed below.

|  |  |
| --- | --- |
| Demonstrated Experience | 30 % |
| Capacity to Deliver | 30 % |
| Environmental Sustainability | 10 % |
| Methodology | 30 % |
|  | 100% |

1. **Demonstrated Experience (30 % Weighting)**

 The Respondent must provide details of at least three contracts and references for similar services that are ongoing or completed not more than 5 years ago. It is the tenderer's responsibility to ensure the provided referees are available to be contacted by the Principal during the tender evaluation process.

|  |
| --- |
| **Respondent to Complete:** |
| **Contract #1** |
| **Who was the work undertaken for?** |  |
| **Provide the dates the contract was undertaken to and from** |  |
| **Provide a clear description of the services that were provided** |  |
| **What was the approximate value of the contract per project?** |  |
| **Describe any challenges that were overcome (lessons learnt).** |  |
| **Name of Referee:** |  |
| **Organisation Name of Referee:** |  |
| **Contact Telephone Number of Referee:** |  |
| **Contact Email Address of Referee:** |  |
| **or**Please attach copies of written references and provide details of their location within the Offer. |

|  |
| --- |
| **Contract #2** |
| **Who was the work undertaken for?** |  |
| **Provide the dates the contract was undertaken to and from** |  |
| **Provide a clear description of the services that were provided** |  |
| **What was the approximate value of the contract per project?** |  |
| **Describe any challenges that were overcome (lessons learnt).** |  |
| **Name of Referee:** |  |
| **Organisation Name of Referee:** |  |
| **Contact Telephone Number of Referee:** |  |
| **Contact Email Address of Referee:** |  |
| **or**Please attach copies of written references and provide details of their location within the Offer. |

|  |
| --- |
| **Contract #3** |
| **Who was the work undertaken for?** |  |
| **Provide the dates the contract was undertaken to and from** |  |
| **Provide a clear description of the services that were provided** |  |
| **What was the approximate value of the contract per project?** |  |
| **Describe any challenges that were overcome (lessons learnt).** |  |
| **Name of Referee:** |  |
| **Organisation Name of Referee:** |  |
| **Contact Telephone Number of Referee:** |  |
| **Contact Email Address of Referee:** |  |

1. **Capacity to Deliver (30 % Weighting)**
2. The Respondent must for its Key Personnel:

(i) identify any proposed key personnel and provide a brief curriculum vitae for each of them

(ii) identify the length of employment with the organisation

(iii) specify the % of time each key personnel is allocated to the Service.

|  |
| --- |
| **Respondent to Complete:** |
| **Role & Name** | **Curriculum Vitae - Location** | **Length of Employment** | **% of time** |
|  |  |  | % |
|  |  |  | % |
|  |  |  | % |
|  |  |  | % |

1. Subcontractors or Subconsultants

|  |
| --- |
| Has the Respondent engaged or does the Respondent intend to engage, another person or persons as a subcontractor or subconsultant in connection with the supply of Goods and/or Services |
| **Yes**[ ]  | **No**[ ]  |
| If yes, provide details: |
| What work will be performed by subcontracted/subconsultant |  |
| Name of the subcontractor/ subconsultant |  |
| Length of relationship with the subcontractor/ subconsultant |  |
| Attach any copies of subcontractor/subconsultant qualifications (where applicable) |  |
| Provide at least two examples of relevant experience of the subcontractor/subconsultant |  |
| **If using multiple subcontractors or subconsultants, please provide the five answers above for each subcontractor.** |

|  |  |
| --- | --- |
| What work will be performed by subcontracted/subconsultant |  |
| Name of the subcontractor/ subconsultant |  |
| Length of relationship with the subcontractor/ subconsultant |  |
| Attach any copies of subcontractor/subconsultant qualifications (where applicable) |  |
| Provide at least two examples of relevant experience of the subcontractor/subconsultant |  |
| **If using multiple subcontractors or subconsultants, please provide the five answers above for each subcontractor.** |

|  |  |
| --- | --- |
| What work will be performed by subcontracted/subconsultant |  |
| Name of the subcontractor/ subconsultant |  |
| Length of relationship with the subcontractor/ subconsultant |  |
| Attach any copies of subcontractor/subconsultant qualifications (where applicable) |  |
| Provide at least two examples of relevant experience of the subcontractor/subconsultant |  |
| **If using multiple subcontractors or subconsultants, please provide the five answers above for each subcontractor.** |

1. **Environmental Sustainability (10 % Weighting)**

The Respondent must confirm if they satisfy any of the below criteria. Scores are cumulative (e.g. Policy 2 + Initiatives in Office 3 = 5 out of 9).

The following scoring scale will be used:

* Actions to mitigate negative environmental impact in providing, sourcing, producing, using or disposing of the Good or Service being provided **2 (minor) 3 (major) out of 9**
* Environmental initiatives in Office (e.g. PV Panels) **2 (minor) 3 (major) out of 9**
* Certifications (e.g. ISO 14001) **2 out of 9**
* Environmental Policy **1 out of 9**

Any available proof must be provided; the Shire might request additional proof or reject claims if insufficient proof is provided.

|  |
| --- |
| **Respondent to Complete:**Mitigate environmental impact of Good or Service |
|  |

|  |
| --- |
| **Respondent to Complete:**Environmental initiatives in Office (e.g. PV Panels) |
|  |

|  |
| --- |
| **Respondent to Complete:**Certifications (e.g. ISO 14001) |
|  |

|  |
| --- |
| **Respondent to Complete:**Environmental Policy |
|  |

1. **Methodology (30 % Weighting)**

The Respondent must provide details of their methodology which should include:

* 1. The scope of the work/requirements broken into components including timeframes to complete each component of the requirements (i.e. detailed in a Gantt Chart);

|  |
| --- |
| **Respondent to Complete:** |
|  |

* 1. The proposed approach to stakeholder engagement including the Shire, Statutory approval agencies and stakeholders.

|  |
| --- |
| **Respondent to Complete:** |
|  |

* 1. A description of any critical issues that may affect the delivery of the project/services and any proposed quality control mechanisms that may be used.

|  |
| --- |
| **Respondent to Complete:** |
|  |

* 1. A description of how the project will be delivered to the best quality, performance and warranty

|  |
| --- |
| **Respondent to Complete:** |
|  |

Pricing Schedule

Pricing Requirements

* 1. The Respondent must include in the Offer the completed Attachment C – Pricing Schedule.xlsx document included with this Request.
	2. The Respondent must state the basis of its Offered Price in Australian Dollars.
	3. The Offered Price will be deemed to include the cost of complying with:
		1. this Request including:
* Attachment A – Request Condition
* Attachment B - AS 4902-2000 contract, Annexure A
* Attachment C - Scope and work
* Attachment D – Project Specification
* Attachment E – Pricing Schedule
* Attachment F – Site plan
* Attachment G – Net ball Court layouts
* Any addenda available, if issued.
	+ 1. all matters and things necessary or relevant for the due and proper performance of this Contract (if awarded),

Any charge not stated as being additional to the Offered Price will not be payable by the Shire.

* 1. If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be exclusive of all GST applicable to the taxable supply at the rate in force for the time being.

 Please refer to **Attachment E – Pricing Schedule.xlsx**

1. Insurance Requirements

The Respondent must demonstrate that it holds as a minimum the following insurances:

* Public Liability Insurance - $20 million.
* Professional Indemnity Insurance - $10 million.
* Workers Compensation Insurance - $50 million.
* Third Party Motor Vehicle - $30 million.
* Insurance of the Works $ 250k – refer to Attachment B

|  |
| --- |
| **Respondent to Complete:**Provide insurance details: |
| **Type** | **Insurer** | **Policy Number** | **Insured Amount** | **Expiration Date** |
| Public Liability |  |  |  |  |
| Professional Indemnity |  |  |  |  |
| Workers Compensation  |  |  |  |  |
| Third Party Motor Vehicle |  |  |  |  |
| Insurance of the Works |  |  |  |  |

If the Respondent does not hold the required insurances, then will the Respondent obtain the required insurances prior to the commencement of any works if awarded this Contract?

|  |
| --- |
| **Respondent to Complete:**Provide insurance details: |
| **Yes**[ ]  | **No**[ ]  |
| If no, provide reasons why: |

The Respondent shall attach copies of Certificates of Currency for all insurances stated above that are held.

|  |
| --- |
| **Respondent to Complete:****Please attach certificates and provide reference to its location in your Offer. Are they attached?** |
| **Yes**[ ]  | **No**[ ]  |
| **Location:**(e.g. Section, page number) |

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# Attachment A – Request Conditions

1. **Definitions and Interpretation**
	1. **Definitions Generally**

In this Request:

**Addendum** means any addendum issued by the Shire in relation to the Request.

**Closing Time** means the time and date specified on the front of the Request as the closing time for the submission of Offers.

**Contract** means the contract between the Shire and the successful Respondent for the supply of the Products and / or Services by the successful Respondent, the terms and conditions of which are contained in the Contract Documents.

**Draft Contract** means the draft contract provided at Attachment B to this Request.

**Offer** means the offer submitted by the Respondent in response to the Request.

**Offer Information** means all information, other than the Respondent’s Offer, submitted by the Respondent in response to, or in connection with, the Request.

**Offer Validity Period** means the period specified in clause 1.3 of Section 1 in Part A of this Request.

**Offered Price** means the price, or the price determined by applying the formula or method, specified in the Offer.

**Products** means goods for the purposes of any Shire policy.

**Respondent** means any person who submits an Offer.

**Section** means a section of this Request.

* 1. **Interpretation**

In this Request and these Request Conditions, words defined in the Draft Contract also apply to these Request Conditions; and unless the context otherwise requires:

1. the singular includes the plural and vice versa;
2. a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
3. a reference to a gender includes other genders;
4. a reference to a person includes a Public Authority, a public body, a company and an incorporated or unincorporated association or body of persons;
5. a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
6. if the Respondent consists of a partnership or joint venture, then:
	1. an obligation imposed on the Respondent under the Request binds each person who comprises the Respondent jointly and severally.
	2. each person who comprises the Respondent agrees to do all things necessary to enable the obligations imposed on the Respondent under the Request to be undertaken; and
	3. the act of one person who comprises the Respondent binds the other persons who comprise the Respondent;
7. an agreement, representation, or warranty on the part of or in favour of two or more persons binds, or is for the benefit of, them jointly and severally.
8. a reference to the Request or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Shire or the Respondent;
9. a reference to a clause, schedule, attachment or appendix is a reference to a clause, schedule, attachment or appendix to the Request;
10. all the provisions in any schedule, attachment or appendix to the Request are incorporated in, and form part of, the Request and bind the Shire and the Respondent;
11. headings are included for convenience and do not affect the interpretation of the Request;
12. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
13. no rule of interpretation is to be applied to disadvantage the Shire or the Respondent on the basis that it was responsible for preparing the Request;
14. if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
15. if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
16. a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
17. a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
18. a reference to a day is to a calendar day, a month is to a calendar month and a yea is to a calendar year;
19. if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
20. if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day;
21. a reference to a monetary amount means that amount in Australian currency, and
22. a reference to time means the time observed by the general community from time to time in Western Australia.
23. **Conditions**
	1. **Submission of Offer**

Any Offer which:

1. is not submitted before Closing Time;
2. is incomplete at the Closing Time; or
3. is not submitted in accordance with the provisions of clause 1.2 in Part A of the Request, will be excluded from consideration, unless the Respondent can provide conclusive evidence of mishandling of the Offer.

The Offer must be received in full by the Shire prior to the Closing Time.

The Respondent agrees that:

1. receipt of the Offer will be determined by the date and time shown on the electronic lodgement service receipt issued or, if no receipt is issued, the date and time which the Shire’s computer records that the Offer was received.
2. if the electronic copy of the Offer contains a virus, then, notwithstanding any disclaimer made by the Respondent in respect of viruses, the Respondent must pay to the Shire all costs incurred by the Shire arising from, or in connection with, the virus.
3. lodgement of electronic files may take time and the Respondent must make its own assessment of the time required for full transmission of its Offer.
4. the Shire will not be responsible in any way for any loss, damage or corruption of the electronic copy of the Offer;
5. if the electronic copy of the Offer becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the Shire may request the Respondent to provide another copy of the Offer either electronically or in hard copy or both;
6. if the Shire requests the provisions of another copy of the Offer, then the Respondent must;
7. provide the copy in the form or forms requested within the period specified by the Shire;
8. provide a statutory declaration that the copy is a true copy of the Offer which was electronically submitted by the Respondent and that no changes to the Offer have been made after the initial attempted electronic submission; and
9. if requested, provide a copy of the electronic lodgement service receipt for the initial attempted electronic submission.

An Offer is not assignable by the Respondent without the prior written consent of the Shire.

If an Offer is submitted by a consortium of two (2) or more persons either by way of joint venture, partnership or otherwise, the Offer is binding on those persons jointly and severally.

An Offer is, upon submission, the absolute property of the Shire and will not be returned to the Respondent. Nothing in this provision affects the intellectual property rights of the Respondent in the Offer, except that the Shire may make such copies of the Offer as the Shire requires for the proper evaluation of the Offer.

* 1. **Cancellation and Variation**

The Shire reserves the right, at any time and from time to time, to cancel, vary, supplement, supersede or replace the Request or any part of the Request.

If the Shire cancels, varies, supplements, supersedes or replaces the Request, then:

1. the Shire will advise each Respondent that the Request has been cancelled, varied, supplemented, superseded or replaced; and
2. the Respondent shall not have any recourse against the Shire whatsoever including for claims for costs or expenses incurred up to and including the date that the Request or any part of the Request is cancelled, varied, supplemented, superseded or replaced.
	1. **Shire’s Rights**

The Shire is not obliged to accept the Offer containing the lowest Offered Price.

The Shire is under no obligation to accept any Offer and may reject any Offer or all Offers, in the Shire’s discretion, including:

1. **(failure to comply with Request Conditions)** if an Offer fails to comply with these Request Conditions;
2. **(failure to comply with requirements)** if an Offer fails to comply with any of the Requirements set out in Part B of this Request;
3. **(false or misleading)** if an Offer contains information or representations that are false or misleading;
4. **(change of control)** if anything occurs, the effect of which is to transfer directly or indirectly, the management or control of the Respondent to another person, including in respect of a Respondent which is a body corporate, if there is a change in control of the Respondent within the meaning of the *Corporations Act 2001* (Cth);
5. **(change of consortium membership)** in respect of a Respondent which consists of a consortium, if there is a change of membership of the consortium members; or
6. **(change of policy or commercial reasons)** if the Shire decides to cancel the Request due to changes of policy or for commercial reasons.

After the Closing Time, the Shire may:

1. request additional information from the Respondent in relation to the content of the Offer for the sole purpose of clarifying the Offer; and
2. request information from the Respondent regarding the financial capaShire of the Respondent, and if so requested, the Respondent must promptly provide such information to the Shire.

The Shire reserves the right to conduct site visits as it deems appropriate.

* 1. **Selection of the Preferred Respondent**

The Shire may select, but is not obliged to select, one or more Respondents as a preferred Respondent.

Selection as a preferred Respondent does not confer any rights on a preferred Respondent and the Request Conditions, including clause 2.3, continue to apply until such time as a Contract is awarded or the Request is terminated.

The Respondent agrees that, if it is selected as a preferred Respondent, then:

1. its Offer will remain open for acceptance by the Shire at any time prior to the expiry of the Offer Validity Period;
2. the Shire may choose to negotiate any aspect of the Offer; and
3. the Shire may request the Respondent to provide a performance guarantee, a bank guarantee or some other form of security on terms and conditions acceptable to the Shire.

At any time during the negotiations either the Shire or a preferred Respondent may terminate the negotiations for any reason.

If the Shire does terminate negotiations, the Shire may:

1. accept the Respondent’s original Offer; or
2. select and then negotiate with any other Respondent as a preferred Respondent in accordance with this clause 2.4; or
3. terminate the Request.
	1. **Discretion**

Whenever the consent of the Shire is required under the Request, that consent may be given or withheld by the Shire in the Shire’s absolute discretion and may be given subject to such conditions as the Shire may determine.

* 1. **Agreement With These Request Conditions**

In submitting an Offer, the Respondent is deemed to have read and agreed to these Request Conditions.

* 1. **Agreement By Respondent**

In submitting an Offer, the Respondent agrees that:

**(information is true and correct)** all information in its Offer and all Offer Information is true and correct at the time of its submission;

**(relies on own enquiries)** other than in respect of information provided by the Shire to the Respondent in writing, it relies entirely on its own enquiries in relation to all matters in respect of the Request, the Request Conditions and the draft Contract;

**(understood Request)** it has examined and understood the Request, the Request Conditions, the draft Contract and any other information available to the Respondent in respect of the Request;

**(understood Addenda)** prior to the Closing Time the Respondent must ensure that prior to submitting its Offer it has examined and understood each Addendum in respect of the Request as by submitting its Offer it will be deemed to have examined and understood each Addendum;

**(made reasonable enquiries)** it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Offer which is obtainable by the making of reasonable enquiries, which enquiries the Respondent has made;

**(does not rely on warranties)** other than in respect of information provided by the Shire to the Respondent in writing, it does not rely on any warranty or representation of the Shire or any person actually or ostensibly acting on behalf of the Shire;

**(no reference to information on websites)** it must not make reference to any information contained on the Respondent’s website or any other website. Any information on the Respondent’s website or any other website which the Respondent wishes the Shire to rely on must be set out in full in the Respondent’s Offer;

**(no secret commission)** it has not paid or received and will not pay or receive any secret commission in respect of the Request;

**(no collusion)** it has not colluded and will not collude with any other person in respect of the Request;

**(no inflation or deflation of Offered Price)** its Offered Price is not inflated or deflated to advantage another Respondent;

**(no unlawful arrangement)** it has not entered and will not enter into any unlawful arrangement with any other person in respect of the Request;

**(no improper influence)** it has not sought and will not seek to influence any decision in respect of the Request by improper means; and

**(own cost and expenses)** it will pay its own costs and expenses in connection with:

1. the preparation and submission of its Offer; and
2. any discussions, enquiries, or negotiations with, or provision or consideration of further information to, the Shire, whether before or after the submission of any Offer, irrespective of whether its Offer is accepted or not.
	1. **Withdrawal of Offer**

The Respondent may withdraw its Offer at any time prior to acceptance of its Offer, by notifying the Shire in writing.

* 1. **Offer Validity**

Unless the Respondent withdraws its Offer under clause 2.8, the Respondent agrees that its Offer will remain open for acceptance by the Shire for the Offer Validity Period.

The Offer Validity Period may be extended or further extended by the Shire by advising each Respondent in writing at any time or times.

* 1. **Disclosure of Offer Information**
1. The Respondent agrees and acknowledges that its Offer and its Offer Information are subject to the *Freedom of Information Act 1992* (WA) and may also be disclosed by the Shire under a court order upon request by Parliament or any committee of Parliament or if otherwise required by law.
2. By submitting an Offer, the Respondent releases the Shire from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Offer and its Offer Information under this clause by the Shire.
3. The Respondent agrees and acknowledges that the powers and responsibilities of the Auditor General for the State under the *Financial Management Act 2006* and the *Auditor General’s Act 2006* are not affected in any way by the Request.
4. Subject to this clause and to the provisions of the *Financial Management Act 2006* and the *Auditor General’s Act 2006*, the Shire will not make public any part of the Offer or any Offer Information that the Respondent expressly and reasonably nominates as confidential. However, the Shire may require the Respondent to withdraw any claim to confidentiality in respect of any part of the Offer or any Offer Information as a condition of acceptance of the Offer.
	1. **Conflict of Interest**

The Respondent must, prior to any acceptance of its Offer by the Shire, disclose to the Shire any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to the Request or the performance of the Contract (if awarded) by the Respondent.

The Shire may, in its discretion, accept or reject the Respondent’s Offer if the Shire considers that the Respondent has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to the Request or the performance of the Contract (if awarded by the Respondent).

* 1. **No Bribe, Inducement or Offer of Employment**

The Respondent must not, without the prior written consent of the Shire, directly or indirectly approach or communicate with any officer or employee of the Shire having any connection or involvement with the Request, with respect to:

1. an offer of employment; or
2. availability of employment.

with the Respondent or any related entity.

The Respondent must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of the Shire in connection with the Request.

# Attachment B - AS 4902 – 2000 Annexure Part A

|  |  |
| --- | --- |
| 1. *Principal (clause 1)*
 | The Shire of Williams |
| 1. *Principal’s Address*
 | 9 Brooking Street, Williams |
| 1. *Contractor (Clause 1)*
 | *TBD* |
| 1. *Contractor’s Address*
 | *TBD* |
| 1. *Superintendent (Clause 1)*
 | Office of Regional Architecture |
| 1. *Superintendent’s Address*
 | 2 Lennard Street, Brookton, WA, 6306 |
| 1. *(b) Period of time for Practical Completion*
 | 18 Months  |
| 1. *Governing Law*
 | Western Australia |
| 1. *Currency (clause 1(g))*
 | Australia Dollars |
| 1. *The Principal’s project requirements are described in the following documents*
 | Scope of WorksProject Performance Specification |
| 1. *Preliminary design*
 | Is not included |
| 1. *Quantity in schedule of rates, limit of accuracy (subcause 2.5)*
 |  |
| 1. Provisional sum, percentage for profit and attendance (clause 3)
 |  |
| 1. Contractor’s security
 |  |
| 1. Form (clause 5)
 | TBD |
| 1. Amount or maximum (clause 5)
 | 5% of Contract Sum |
| 1. If retention moneys, percentage of each progress certificate (clause 5 and subclause 37.2)
 | TBD |
| 1. Time for provision (except for retention moneys) (clause 5)
 | 28 days after date of acceptance of tender |
| 1. Additional security for unfixed plant and materials (clause 5 and subclause 37.3)
 | TBD |
| 1. Contractor’s security upon certification of practical completion is reduced by (clause 5.4)
 | 50% |
| 1. Principal’s Security
 | NA |
| 1. Form
 | NA |
| 1. Amount of contract sum
 | NA |
| 1. Time for provision
 | NA |
| 1. Principal’s Security upon certificate of practical completion is reduced by
 | NA |
| 1. Principal-supplied documents
 | NA  |
| 1. Document, numbers of copies and the times of stages at which they are to be supplied by the Contractor (subclause 8.3)
 |
| Document | No. of copies | Time/stage |
| 1. Concept Design Drawing
 | 2  | Concept Design |
| 1. Development Application drawing
 | 2 | Design Development |
| 1. Construction Drawings and Specifications
 | 2 | Documentation |
| 1. Test and commissioning Report, manuals, warranties, As constructed drawings. Final Inspection reports.
2. Notice of Practical Completion
 | 2 | Prior to Practical Completion |
|  |  |  |
|  |  |  |
| 1. Time for Superintendent’s Direction about documents (subclause 8.3)
 | 14 days |
| 17. Subcontract work requiring approval | NA |
| 18. Novation | NA |
| 1. Subcontracting (clause 9.2)
 |  |
| 1. Novation (subclause 9.4)
 | NA |
| 1. Intellectual property rights granted to the Principal, the Alternative applying (subclause 10.2)
 |  |
| 1. Legislative Requirements
2. Those Excepted (subclause 11.1)
3. identified in WUC (subclause 11.2(a)(iii))
 | NANA |
| 1. Insurance of the Works (clause 16A)
 |  |
| 1. Alternative applying
 | Alternative 1 |
| 1. Provision for demolition and removal of debris
 | $15,000 |
| 1. Provision for consultations’ fee and Principal consultants fee
 | $200,000 |
| 1. value of materials or things to be supplied by the Principal
 | NA |
| 1. Additional amount or percentage
 | NA |
| 1. Professional indemnity insurance
 | $10,000,000 |
| 1. Public Liability Insurance
 | $20,000,000 |
| 1. Time for giving possession
 | TBD |
| 1. The information, materials, documents or instruction and the times by, or period within which they are to be given to the Contractor (Clause 32)
 | NA |
| 1. Qualifying causes of delay for which EOTs will not be granted. (paragraph (b)(iii) of Clause 1 and subclause 34.3
 | NA |
| 1. Liquidated Damages, rate
 | $500 per day |
| 1. Bonus for early practical completion
 | NA |
| 1. Other compensable causes (paragraph (b) of clause 1 and subclause 34.9
 |  |
| 1. 27. Defects Liability Period
 |  |
| 1. Progress Claims

a) times for progress claims | Within five (5) business days of the end of each month. |
| 1. Unfixed plant or materials for which payment claims may be made
 | NA |
| 1. Interest rates on overdue payments
 | 10% per annum |
| 1. Times for Principal to rectify inadequate possession 39.7 (a) (iii)
 | 14 days |
| 1. Arbitration
 |  |
| 1. Person to nominate an arbitrator
 |  |
| 1. Rules for arbitration
 | Rules 5-18 of the Rules of the Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations |
| 1. Appointing Authority under UNCITRAL Arbitration Rules
 |  |

# Please refer to the Separated document for

* Attachment C – SCOPE of WORKS
* Attachment D – PROJECT SPECIFICATION
* Attachment E – PRICING SCHEDULE
* Attachment F – SITE PLAN
* Attachment G – NETBALL COURT LAYOUTS

And reference guide documents:

* The Sport Dimension Guide for Playing Areas – Sport and Recreation Facility of Department of Sport and Recreation.
* Netball Australia, National Facility Policy
* Netball Victoria, Compliance Fact Sheet
* Big Ass Fan Guideline – Industrial and Commercial Ceiling Fan Clearances