

REQUEST FOR QUOTATION

RFQ18/41

BOGGABILLA OVAL CHANGE ROOMS CONSTRUCTION

Project Lodgement Details

Project Number	PR17/28
Request File	File18/504
Issue Date	Monday 12 November 2018
Close Date	3:00pm Monday 3 December 2018
Documents	To obtain the RFQ documents, visit MPSC's website Tenders and Expressions of Interest as follows: https://www.mpsc.nsw.gov.au/tenders-and-expressions-of-interest
Creating a VenderPanel Account	A submission must to be made via the VenderPanel system. To create a VenderPanel account for your business go to the following VenderPanel website: https://www.vendorpanel.com.au/marketplace.aspx?emcc=1CF13F591A43
Lodgement	Lodgement of a submission opens from Thursday 29 November until 3pm Monday 3 December 2018 and must be by electronic format to the VenderPanel website; https://www.vendorpanel.com.au/

Contact Officer Details

Contact Officer	John Carleton, Executive Projects Manager
Contact Email	Via https://www.vendorpanel.com.au/ Attn: RFQ18/41 Boggabilla Oval Change Rooms Construction

Documents Comprising this Procurement

Item No.	Document Header	Document Title
1	Attachment 1	Response Schedules
2	Attachment 2	Contract for Provision of Goods and/or Services
3	Attachment 3	Safety Management Policies
4	Attachment 4	Geotechnical Investigation Report
5	Attachment 5	Architectural Design
6	Attachment 6	Electrical Design
7	Attachment 7	Hydraulic Design
8	Attachment 8	Structural Design
9	Attachment 9	Technical Specification

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1 INTRODUCTION

1.1 Summary

The Moree Plains Shire Council (the Principal) and the Australian Government have embarked on a staged approach to upgrade facilities at the Boggabilla Oval to a standard that will enable the grounds to be used for sporting, recreational, other community and regional activities.

The Boggabilla Sport and Community Facilities Project (the Project) will construct change rooms and amenities at the Boggabilla Oval, which will enhance community wellbeing, cohesion and resilience through use of the Oval.

Therefore, the Principal is seeking a suitably qualified, experienced and resourced Contractor to construct the new Boggabilla Oval Change Rooms in Boggabilla NSW.

This Request is an invitation not an offer for qualified, experienced and resourced contractors to make a Submission for the supply of the goods and/or services identified in the Specification.

1.2 Moree Plains Shire Council

Moree Plains Shire Council (the Principal) is located in the far northeast of New South Wales near the border of Queensland. The town of Moree is 640km from Sydney and 480km from Brisbane. The Shire covers approximately 18,000km² and at the 2011 Census the Shire had a population of 13,429. The town of Moree accounts for 9,346 people.

It is home to a dynamic and progressive community, boasting strong agricultural industries in cotton, grain and oilseeds. It has a Mediterranean style climate, which makes it highly adaptable to alternative farming enterprises. The largest pecan nut orchard in the Southern Hemisphere is located within the Shire. Our abundance of water – particularly the bore water of the Great Artesian Basin – is a major tourist attraction and community asset.

1.3 Background Information

The Boggabilla community and Macintyre Warriors Rugby League Club have identified a need to upgrade facilities at the Boggabilla Oval which to foster an increase in community wellbeing, cohesion and resilience through use of the Oval. Current enhancements include construction of a change rooms and amenities building and improved field lighting.

This Project will construct a new change rooms and amenities building at the Boggabilla Oval.

1.4 Project Outcomes

It is anticipated that the Project will provide an opportunity for the Principal to collaborate with the local community, focusing social planning efforts around the Oval facilities and community facilities more broadly to build more sustainable partnerships with the community. In addition, provide a secure, functional and robust sport and community facilities change room for the Boggabilla community.

1.5 Project Funding

Funding for this project is provided by the Australian Government. The project budget is \$145,000 with no opportunities for budget variations.

1.6 Approvals

The Principal has been issued a Development Consent (DA2017/73) for the Project.

1.7 Bid Statement

A Bid Statement is provided for making a Submission to this Request, refer to the Attachments.

Submissions will be evaluated by reference to the sound contracting principles in section 55 of the *Local Government Act 1993* No 30, namely:

- a) value for money
- b) open and effective competition
- c) the development of competitive local business and industry
- d) environmental protection
- e) ethical behaviour and fair dealing.

Specific evaluation criteria are:

- Safety, quality and environmental management systems
- Insurances
- Understanding of the project
- Project methodology
- Relevant experience completing similar projects
- Experience and qualifications of personnel
- Local community involvement – employment, sub-contractors, businesses
- Value for money

Response schedules are provided to assist in completing your submission, refer to the Attachments.

1.8 Lodgement of Bid Statement

The Bid Statement must be lodged by the closing time and date by the method as outlined on the cover page of this Request. Additional information supporting the Bid Statement may also be submitted.

Please note that no hard copies are requested or will be accepted.

1.9 Contact Details

For further information on this Request, please refer to the Contact Officer noted on the front page of this Request.

2 GENERAL ADMINISTRATION

2.1 Statement of Business Ethics

The Principal is committed to the highest standards of honesty, fairness and integrity in all its business dealings, which is also expected of its private and public sector partners. These standards of behaviour relate to fair, ethical and honest dealings with the Principal, and ensuring that the best level of service is provided to the community.

2.2 Sustainable Environment

In support of a clean and sustainable environment, the Principal wishes to reduce the use of paper-based communications whenever possible. The preferred means of communication for this project is by telephone or email for purchase orders and invoices, direct deposit to financial institutions for payment of invoices and general correspondence.

2.3 Accuracy of Information

The Principal does not represent that any information made available to the Contractor shows completely the existing site conditions as it may contain errors, omissions or be misleading.

The Principal is not responsible for any interpretation, deductions and conclusions made by the Contractor from the information made available and the Contractor shall accept full responsibility for any interpretations, deductions or conclusions.

The information is made available to inform the Contractor of the Principal's investigations and the Contractor shall, in formulating his working methods and programs, assess the information contained in the documents and make allowance for such assessments.

2.4 Customer Service

The Principal is committed to providing a high standard of customer service and requires compliance with this standard. Therefore, the Contractor must agree to uphold the Principal's corporate values when working on the Project site, as described in the Moree Plains Delivery Program 2017-2021 and Operational Plan 2017-2018 available on the Principal's website.

2.5 Government Information Requirements

Where the arrangement involves the Contractor providing services on behalf of the Principal s121 of the *GIPA Act* requires that the following be included in any contract, and this will be part of the contract with the Principal:

1. The Contractor must, within seven (7) days of receiving a written request by the Agency, provide the Agency with immediate access to the following information contained in records held by the Contractor:
 - a) information that relates directly to the performance of the services provided to the Agency by the Contractor pursuant to the Contract
 - b) information collected by the Contractor from members of the public to whom it provides, or offers to provide, the services pursuant to the Contract
 - c) information received by the Contractor from the Agency to enable it to provide the services pursuant to the Contract.
2. For the purposes of sub-clause (1), information does not include:
 - a) information that discloses or would tend to disclose the Contractor's financing arrangements, financial modelling, cost structure or profit margin
 - b) information that the Contractor is prohibited from disclosing to the Agency by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth
 - c) information that, if disclosed to the Agency, could reasonably be expected to place the Contractor at a substantial commercial disadvantage in relation to the Agency, whether at present or in the future.
3. The Contractor will provide copies of any of the information in sub-clause (1), as requested by the Agency, at the Contractor's own expense.
4. Any failure by the Contractor to comply with any request pursuant to sub clause (1) or (3) will be considered a breach of an essential term and will allow the Agency to terminate the Contract by providing notice in writing of its intention to do so with the termination to take effect seven (7) days after receipt of the notice. Once the Contractor receives the notice, if it fails to remedy the breach within the seven (7) day period to the satisfaction of the Agency, then the termination will take effect seven (7) days after receipt of the notice.

2.6 Safety Management

The Principal is obliged to provide and maintain, where practicable, an environment for its employees, contractors and members of the public, that is safe and without risk to health. As a condition of this Project, the Principal requires that Contractors and their workers (employees and subcontractors) engaged to perform a goods and/or service on its behalf will at all times identify and exercise all reasonable and necessary precautions for the health and safety of all persons.

The Contractor will inform themselves of and comply with all work health and safety legislation, policies, procedures or measures implemented or adopted by the Principal and/or the occupiers of any premises at or within which the Contractor will perform goods and/or services under this Contract. The Contractor must ensure that all their workers (employees and sub-contractors) are aware of their safety management requirements.

Compliance with safety management requirements can be demonstrated in a number of ways including ensuring appropriate personal protection equipment (PPE) attire is worn which, at a minimum, will include but not limited to safety shoes, a broad brimmed hat, long sleeves and trousers for outdoor workers. The Contractor shall consider natural ultraviolet radiation as a hazard and propose suitable controls. PPE may be required, as directed by the Principal's site representative.

The Contractor shall provide and maintain adequate sanitary facilities and shelter accommodation for the use of the workers. Their siting, maintenance and clearance on completion shall be to the satisfaction of the Superintendent.

While the Principal values its business partnerships, if a Contractor's workers (employees and sub-contractors) are present at a workplace of the Principal without the required PPE, work will not be permitted until full compliance is achieved.

Maintaining an environment that is safe and without risk to health also applies to the Chain of Responsibility (CoR), which is a nationally legislated program of compliance and enforcement that aims to improve safety and reduce accidents across the road transport industry.

The CoR extends legal liability for certain road law offences to all parties who by their actions, inactions or demands exercise control or influence over the entire transport supply chain. All persons involved in consigning, packing, loading, driving, operating and receiving are covered by this legislation.

The CoR is relevant for all areas of the Principal's activities, particularly in the areas that deal with logistics. This Request may identify the Principal and/or the Contractor as having a responsibility under the CoR. Therefore, as a condition of this Project, the Principal requires that the Contractor ensures compliance with the CoR and that the freight company/s used to supply the above goods is compliant with the Chain of Responsibility requirements under the Heavy Vehicle National Law.

Compliance can be demonstrated by providing CoR systems prepared by the contractor and from transport operators and/or drivers about what CoR systems they have in place to prevent breaches of road transport laws when transporting goods to the project site.

The cost of complying with this requirement shall be deemed to be included in the quotation amount and no additional payment shall be made to the Contractor in regard to meeting these obligations.

2.7 Incident Notification

All incidents or near misses are to be reported immediately to the site representative/supervisor. An Incident Report must be completed as soon as possible and provided to the representative/supervisor. All Notifiable Incidents must be reported to Workplace Health and Safety New South Wales. For additional advice/information please visit:

- www.safeworkaustralia.gov.au/sites/swa/about/publications/pages/incident-notification-fact-sheet

The Contractor must supply the Principal with information concerning any compliance and/or enforcement measure taken by a statutory authority that affects supply of these services.

2.8 Random Testing and Surveillance

Contractors are advised that whilst providing goods and/or services that the Principal may undertake random drug and alcohol testing upon the Contractor. In addition, contractors may at times be under surveillance whilst in the work areas owned by the Principal.

2.9 Site Induction Training

The Contractor's personnel, employees and sub-contractors must complete induction by the Principal before commencement of work. Inductions will be valid for a period of 12 months from the date of successful completion. All costs associated with the attendance of this course will be the responsibility of the Contractor.

2.10 Contract Policies

The Contractor shall comply with the Principal's policies, procedures and plans as they relate to conduct of contractors, workers, safety and environmental management, refer to Attachments. The cost of complying is to be allowed for in the Contractor's Bid Statement.

2.11 Valuing the Local Community

The Principal is committed to providing and/or fostering opportunities for community development, prosperity and employment that reflects and values the diversity of the Moree Plains. This can be demonstrated by:

- Employing local Aboriginal, Torres Strait Islander and other local community members
- Employing economically disadvantaged and socially marginalised community members
- Engaging local sub-contractors
- Using local businesses and suppliers for materials and services
- Sponsoring or supporting community groups or sporting teams
- Showing a commitment to corporate social responsibility (e.g. treating sub-contractors and workers fairly and respectfully).

Contractors and suppliers engaged in development of this Project will be expected to positively contribute to a socially inviting, viable and sustainable community through the quality of their goods and/or services that value and contributes to the diversity of the Moree Plains Region.

2.12 Insurance

The successful Contractor will be required to effect and maintain insurance policies as follows:

Insurance Type	Insurance Amount Required	Specific Insurance Requirements
Public Liability	\$20,000,000.00	In respect of any one occurrence and for an unlimited number of claims
Professional Indemnity	\$2,000,000.00	In respect of any one occurrence and must include provision for one automatic reinstatement of the sum insured.
Workers Compensation		For death or injury to persons employed by the contractor.
Vehicle Comprehensive		Comprehensive insurance for motor vehicles and plant used on the project.

The Contractor must throughout the provision of Services and related liability period be registered with the Statewide Contract Insurance Management System (CIMS) (www.statewide.nsw.gov.au). The insurances must be verified by CIMS and kept current, renewed and at the level of cover not less than the minimum specified above.

The following information as applicable to the project is to be provided to the Principal:

- Drivers Licence (require a photograph)
- OH&S General Induction for Construction Work Certificate
- Motor vehicle and plant registration of vehicles and plant used on the project
- Professional Certificates
- Plant or equipment certificate/licence to operate
- OH&S Induction for Mines
- Contractor Licence
- Confined Spaces Certificate
- Working under Overhead Powerlines
- Aviation Security Identity Card (ASIC)
- Other

2.13 Project Milestones

The below timetable provides details of current project milestones and dates, which are indicative only and may vary.

Event	Date
Request released	Monday 12 November 2018
Briefing / Site visit	n/a
Submissions close	3pm Monday 3 December 2018
Notification of Respondents	Notified after endorsement
Commence project	January 2019
Finish project	June 2019

3 SPECIFICATION

3.1 Project Site Details

The Boggabilla Oval Change Rooms project site is located on North Street Boggabilla NSW, Lot 150 DP755980.

3.2 Documents, Specification and Drawings

It is the intent of the drawings and specifications to provide for a completed, tested and commissioned construction to be handed over in a fully operational condition at the time of practical completion of the construction.

Any equipment, services or material not shown on the drawings and specified in the specification notes or vice versa and any incidental equipment, service or material which may be necessary for the satisfactory operation of the completed installations, whether mentioned in the drawings or not, shall be supplied and installed and set to work the same as if specifically shown on the drawings or specified in the specifications.

The Contractor is to execute the work to the true intent of the drawings and specification. If a discrepancy or ambiguity is found to occur in the drawings, advise the Principal in writing.

3.3 Scope of Works

The scope of works involves to planning, documentation, supply, and undertake building works required to construct the new Boggabilla Oval change rooms and amenities.

Further to 1.5 regarding the project budget, Respondents are to consider a staged approach to construction of the Boggabilla Oval change rooms and amenities, such as:

Stage 1 - Construct building walls, roof and fitout of change rooms with water and electricity

Stage 2 - Complete amenities and fitout of the facility when funds become available.

An outcome of the project is to provide a facility that accommodates change rooms with water and electricity by the end of March 2019.

3.4 Project Technical Specification

Refer to the Attachments for project specific Technical Specification that includes the following:

- a Architectural design
- b Electrical
- c Hydraulic
- d Structural
- e Technical Specification

3.5 Standards

All materials, supplies and all work installed shall comply with the specifications, standards, codes, rules and regulations of all statutory authorities having jurisdiction over the works. Only skilled licensed persons shall be employed in the execution of these works and shall be employed in accordance with the requirements of the local supply authority.

3.6 Hold Points

The Construction Program shall include clearly identified hold points, at which the quality of completed work, and the project as a whole, shall be assessed by the Superintendent before Works can proceed. At each hold point work must not proceed to the next stage until the Superintendent or his representative has given approval to do so.

3.7 Certificates of Compliance

A Certificate of Compliance must be provided by the manufacturer at the completion of the supply of materials.

ATTACHMENT 1: RESPONSE SCHEDULES

Refer to attached document in PDF format.

ATTACHMENT 2: CONTRACT PROVISION OF GOODS AND/OR SERVICES

Refer to attached document in PDF format.

ATTACHMENT 3: SAFETY MANAGEMENT POLICIES

Refer to the attached document in PDF format.

ATTACHMENT 4: GEOTECHNICAL INVESTIGATION REPORT

Refer to the attached document in PDF format.

ATTACHMENT 5: ARCHITECTURAL DESIGN

Refer to the attached document in PDF format.

ATTACHMENT 6: ELECTRICAL DESIGN

Refer to the attached document in PDF format.

ATTACHMENT 7: HYDRAULIC DESIGN

Refer to the attached document in PDF format.

ATTACHMENT 8: STRUCTURAL DESIGN

Refer to the attached document in PDF format.

ATTACHMENT 9: TECHNICAL SPECIFICATION

Refer to the attached document in PDF format.