**Request for Quotation**

**22/02277**

**Bus Shelter Transformation**

|  |  |
| --- | --- |
| **RFQ Number:** | **22/02277** |
|  |  |
| **RFQ Title:** | **Bus Shelter Transformation** |
|  |  |
| **RFQ Coordinator:**  (For enquiries) | Name:  **Yi Li**  Email:  **yi.li@alburycity.nsw.gov.au** |
|  |  |
| **Quote Lodgement Closing Time:** | **5 pm, Monday 30th January 2023** |
|  |  |
| **Address for Delivery:** | Quotations marked ‘**22/02277 – Bus Shelter Transformation’** may be submitted to Council electronically to **info@alburycity.nsw.gov.au** by the closing time. |

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# CONTRACT OVERVIEW

1. SCOPE OF SERVICE

The scope of this quotation is for the supply and delivery of Bus Shelter Transformations across AlburyCity.

There are two mural art opportunities listed specifically for this quote, however more public art opportunities in addition to these may become available in early 2023. Both successful and unsuccessful artists may be contacted for these upcoming opportunities.

Please note the following schedules need to be completed in order for this submission to be considered compliant.

1. SPECIFICATION OF SERVICES

Please see Attachment 1 – Artist’s Brief.

This scope is for two bus shelter transformations:

* Shelter 1 – Concrete shelter at Lavington Public school/Lavington Hall, and
* Shelter 2 – Pebble surfaced shelter at Murray High School/Orana Community Centre.

These shelters are listed as separable portions – you may quote for either shelter transformation, or both.

1. QUOTE ATTACHMENTS

The following attachment provides important information relating to this RFQ. Each attachment must be read in conjunction with this RFQ.

|  |  |  |  |
| --- | --- | --- | --- |
| **ATTACHMENT No** | **DESCRIPTION** | **REVISION** | **DATE** |
| Attachment 1 | Artist’s Brief |  | 2022 |
| Attachment 2 | AlburyCity’s Contractor Safety Compliance Package | N/A | Mar 2019 |

1. PRICING INCLUSIONS

Unless otherwise stated, prices shall include all levies, duties, fees, taxes and charges applicable to the services described in the Specification.

Any additional costs not stated in the Quotation will not be allowed as a charge for any transaction under any resultant Contract unless otherwise agreed to by the Council.

# ASSESSMENT & ACCEPTANCE OF QUOTATIONS

1. ASSESSMENT OVERVIEW

Council will undertake all Quotation assessments based on the core principals of ‘Best Value for Money’. When assessing Quotations, Council will ensure that the best available outcome has been achieved by considering both the Qualitative and Quantitative aspect of each Quotation over the whole procurement lifecycle.

In selecting a preferred Vendor, Council is not bound to accept the lowest quoted price nor will the lowest quoted price be accepted as the “best value for money”.

The successful Vendor will be the Vendor that Council determines:

1. is fully capable of undertaking the contract; and
2. whose Quotation represents ‘best value for money’.

Council is committed to community and business growth and will seek to incorporate social benefit into all council procurement within the context of purchasing on a value for money basis. Vendors are encourages to include in their responses details of local supply content and community benefit.

The local region for the purpose of procurement, tendering and contract management is to be interpreted as the Albury-Wodonga region

1. QUOTE ACCEPTANCE

The Council shall not be bound to accept the Quotation offering the lowest cost to Council or where a Quotation does not satisfactorily meet the Qualitative requirements of the Quotation (as determined by Council at its absolute discretion).

Where Council does not accept any Quotation, Council may at its absolute discretion invite new Quotations.

# CONTRACT

1. CONDITIONS OF CONTRACT

Contract is a lump sum. The contract is not subject to rise and fall provisions.

The successful Vendor will be issued with an AlburyCity Purchase order subject to the terms and conditions found at [[Terms and conditions for supply of goods and/or services | AlburyCity (nsw.gov.au)](https://www.alburycity.nsw.gov.au/tenders/terms-and-conditions)](http://www.alburycity.nsw.gov.au/inside-alburycity/supplying-to-alburycity/terms-and-conditions).

1. WORK HEALTH AND SAFETY

Vendors who will be engaged in working on site for AlburyCity, will be required to successfully complete Council’s WHS Contractor Register, Safety Compliance Package prior to works commencing onsite

Vendors who have previously completed this package and are listed on Council’s WHS Contractor Register are not required to complete a new package with their quote submission.

However due to the periodic updating of Council’s Contractor Safety Compliance Package and the differing categories within that package. The successful Vendor may be required to complete a new Safety Compliance Package prior to works commencing onsite.

In lodging a quote, Council expects that the Vendors will have in place all relevant work, health and safety related policies and procedures applicable to the relevant industry.

The requirements of this Section shall also apply where a Vendors sub-contracts any part of the Works.

1. INSURANCE

Vendors who will be engaged in working on site for AlburyCity must at their own cost, have in place (or take out) and at all times keep in place during the term of the Contract:

1. a public liability policy of insurance for an amount of not less than $20 million in respect of any Claim during the term of the Contract;
2. a workers compensation policy of insurance; and
3. any other insurance policy relevant to the provision of the Services.

The successful Vendor must also provide certificates of currency at each renewal period during the Term of the Contract.

1. PAYMENTS

1. Council’s standard payment terms are 30 days from the date of invoice
2. Prior to being entitled to receive a payment under this Contract, the Contractor shall certify by way of a statutory declaration to the Superintendent that it has:
   1. paid all wages and allowances owing to its employees;
   2. paid all amounts due to any party to which it has, with Council's consent, sub‑contracted or assigned any of its rights and obligations under this Contract;
   3. made all payments that it is required to make in respect of the Contractor's Plant and Equipment; and made all payments in connection with insurances and any applicable law or regulation
3. INTERPRETATION ON SPECIFICATION OF REQUIREMENTS

The Vendor must check and must ensure the accuracy of all relevant information provided in the Specification before proceeding with the provision of these Services. Contractors shall not be entitled to any extra cost resulting from their failure to obtain measurements and other information pertaining to the described services.

1. INFORMATION SUPPLIED BY COUNCIL

Council does not represent or warrant, that information made available in this RFQ is fully complete and details all conditions. Council is not responsible for any interpretations, deductions and conclusions made by the Vendor from the information made available in this RFQ. The Vendor shall accept full responsibility for its interpretations, deductions or conclusions.

1. INFORMATION SUPPLIED BY VENDOR

The Vendor must disclose to Council any information relevant to past history of the supply of similar services by the Contractor or by a related entity (including any director of a corporate entity) in relation to breaches of law, investigations or disciplinary action that has resulted in the loss or early termination of a contract or the imposition of any reprimand or penalty (financial or otherwise).

1. RESPONSIBILITIES OF THE CONTRACTOR

In addition to the duties, responsibilities and requirements outlined elsewhere in the Specification, the Contractor shall be responsible for:

1. any and all other facilities, resources and costs other than those specified in this RFQ;
2. all vehicle and transport costs, office costs, secretarial and clerical work, salary, salary on-costs, overheads, stationery, printing, photocopying, postage and telephone costs unless specifically detailed elsewhere in the RFQ or this Contract.
3. Where the contract involves utilising heavy vehicle transport (vehicles over 4.5 ton) the contractor must comply with the National Heavy Vehicle Law Chain of Responsibility regulations.
4. advising Council immediately of any matters that may require attention, are unsafe or place Council in a position that may lead to potential liability;
5. acting at all times in a responsible manner and not exposing Council to the risk of legal action;
6. responding to reasonable requests from Council. These requests will require the Contractor to inspect the Site and where necessary deal directly with residents/members of public in order to ensure their concerns are addressed;
7. reporting any incidents which cannot be resolved, to Council which shall then determine the appropriate course of action to be adopted by the parties;
8. performing the Service in accordance with the Performance Specification;
9. briefing or otherwise providing all relevant information to Council’s legal representative.

These responsibilities of the Contractor are in addition to those covered in the General Conditions of Contract.

1. EMPLOYEES AND CONTRACTORS AGENTS

**Prohibited Behaviour**

The Contractor must ensure that no employee or sub-contractor consumes any alcoholic beverages, is intoxicated; or is under the influence of any drug which could impede his or her ability to safely or efficiently perform his or her activities, while engaged in the performance of the Services.

**Conduct of Employees**

The Contractor must ensure that all employees and sub-contractors:

1. conduct themselves towards Council employees and all members of the public in a civil and inoffensive manner; and
2. carry out their duties at all times with minimum inconvenience and disturbance to others and without causing any nuisance.

**Appearance of Employees**

The Contractor must ensure that its employees and sub-contractors:

1. are appropriately attired either in the manner specified having regard to the nature of their duties;
2. comply with any directions of Council (or the Superintendent) in respect of their personal appearance or attire concerned with matters of health and safety.
3. COUNCIL POLICIES

This RFQ is subject to the following Council Policies.

1. Model Code of Conduct for Local Councils in NSW (Department of Local Government);
2. Procurement Policy;
3. Work Health Safety (WHS) Management Statement;
4. Statement of Business Ethics.

Copies of these policies and procedures can be found at Council’s website https://www.alburycity.nsw.gov.au/policies.

1. CONFIDENTIALITY OF DATA AND CONFLICT OF INTEREST

In the process of collecting and using information the Contractor may have access to certain Council information. All data accessed by or collected by the Contractor shall at all times be kept confidential and not disclosed to any party without the prior written approval of Council. The Contractor or the Contractor's business must not use the information for any personal gain.

If, at any time the Contractor has any potential, or actual conflict of interest, personal or business, in relation to the provision of any part of the Services, then the interest shall be declared in writing to Council for decision by Council (or a consultant nominated by Council) and/or describe a strategy for the avoidance of such conflict.

1. INTELLECTUAL PROPERTY

The Contractor grants (or will procure for) Council a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, exploit, communicate, adapt and distribute any material produced or provided by the Contractor in relation to the Contract.

This includes the right for Council to licence the material to the public under an “Open Access Licence”.

The Contractor agrees, on request by Council, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to the above.

1. DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the Government Information (Public Access) Act 2009 (GIPA Act) or under a Court order.

The GIPA Act gives certain rights to members of the public to access information in Council’s possession concerning contracts between the private sector and Council. Access is limited by exceptions and exemptions necessary for the protection of essential public interests and the private business affairs of persons in respect of whom information is collected and held by Council.

For the avoidance of doubt, Council discloses that it considers the publication of Quote Responses to be in the public interest. This may include the publication in Council Reports and/or publication on its website of details of all Vendors’ particulars together with information, including, but not limited to, price.

Vendors should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation.

1. COMMUNITY RELATIONS

The Contractor acknowledges that as a public authority, Council owes obligations to the general public and its ratepayers. The Contractor shall deal with the community in a helpful and positive manner so as to avoid and minimise community complaints. Any complaints received relating to the provision of the Services under the Contract shall be notified forthwith to Council. The Contractor will cooperate with Council in managing and resolving any complaints.

1. PUBLICITY

The Vendor must not furnish any information or issue any document or other written or printed material relating to this RFQ for publication in any of the media without the prior written approval of the Council.

1. CANVASSING OF COUNCILLORS AND COUNCIL OFFICERS

If a Vendor canvasses a Councillor or Council Officer with a view to influencing the acceptance of any Quotation made by it or any other Vendor, then regardless of such canvassing having any influence on the acceptance of such Quotation, Council will at its discretion omit the Quotation from consideration.

1. UNETHICAL OR INAPPROPRIATE CONDUCT

A Vendor will be disqualified from submitting a Quotation if Council is of the opinion that the Vendor’s conduct (including the conduct of its agents and employees) in connection with the RFQ amounts to unethical or inappropriate conduct.

For the purposes of this Section, unethical or inappropriate conduct shall include but not be limited to:

1. misleading or deceptive conduct in relation to their Quotation or this RFQ;
2. any collusion, anti-competitive conduct, or other unlawful or unethical conduct with any other Vendor, or any other person in connection with the preparation of their Quotation or this RFQ;
3. the receipt of improper assistance of employees or former employees of Council;
4. any attempt to solicit information from or improperly influence related persons of Council, client of Council or violate any laws or Council policies regarding offering inducements in connection with Council’s procurement processes; and/or
5. any act of an unethical or improper manner or contrary to the law.
6. In addition to any other remedies available at law or any Agreement, Council reserves the right, in its absolute discretion, to reject a Quotation lodged by a Vendor that has acted or is believed to have acted in contravention of this Section.
7. If a Vendor suspects corrupt conduct by any other party they may give written notice of their concern to the Quotation Coordinator or General Manger. Council will then respond to the Vendor in accordance with its Complaints Management Policy.
8. PRIVACY ACT

The *Privacy and Personal Information Protection Act 1998* (Privacy Act) provides for the protection of personal information, and for the protection of privacy of individuals generally through codes of practice for the appropriate collection, retention, use, correction, disclosure and transfer of personal information by private sector organisations.

Vendors should note that the Agreement requires the successful Vendor to comply with the Privacy Act and the Privacy Code of Practice for Local Government including the Information Protection Principles as they relate to local government.

Vendors should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation on their participation in this Request for Quotation and any subsequent agreement.

# QUOTE SCHEDULES

To be completed and returned with quote submissions.

1. PRICING SCHEDULE

These works may be awarded as separable portions. Quotes may be submitted for one or both of the shelters – fill in the tables that are appropriate below.

|  |  |  |
| --- | --- | --- |
| Item No. | Description – Shelter 1 | Amount  (GST Exclusive) |
| 1 | Description | $0.00 |
| 2 | Description | $0.00 |
| 3 | Description | $0.00 |
|  | **TOTAL OF QUOTATION EXCLUDING GST** | $0.00 |
|  | **GST** | $0.00 |
|  | **TOTAL** | $0.00 |

|  |  |  |
| --- | --- | --- |
| Item No. | Description – Shelter 2 | Amount  (GST Exclusive) |
| 1 | Description | $0.00 |
| 2 | Description | $0.00 |
| 3 | Description | $0.00 |
|  | **TOTAL OF QUOTATION EXCLUDING GST** | $0.00 |
|  | **GST** | $0.00 |
|  | **TOTAL** | $0.00 |

|  |  |  |
| --- | --- | --- |
| Item No. | Description – Combined Shelter 1 & 2 Quote | Amount  (GST Exclusive) |
| 1 | Description | $0.00 |
| 2 | Description | $0.00 |
| 3 | Description | $0.00 |
|  | **TOTAL OF QUOTATION EXCLUDING GST** | $0.00 |
|  | **GST** | $0.00 |
|  | **TOTAL** | $0.00 |

1. ARTIST DETAILS

**AUTHORISED REPRESENTATIVE**

The Artist is required to enter below the details of the person authorised to represent (and legally bind) the Artist. As an authorised representative this person must be delegated with the necessary authority to submit a Quote Submission on behalf of the Vendor including the signing and acknowledgement of the Quote declaration.

|  |  |
| --- | --- |
| **Contact Name:** | Insert name |
| **Position Title:** | Insert position title |
| **Contact Telephone:** | Insert phone |
| **Contact Mobile:** | Insert mobile |
| **Email Address:** | Insert email |
|  |  |
| **Business Name:** | Insert company name |
| **Street Address (Unit No, Street No, Street Name):** | Insert street address |
| **Suburb/Town:** | Insert suburb/town |
| **State:** | Insert state |
| **Post Code:** | Insert postcode |
| **Postal Address (if different from above):** | Insert postal address |
| **Australian Business Number (ABN):** | Insert ABN |

1. INTERPRETATION

Words and phrases defined in the RFQ or the Contract have the same meanings in this Quote as they have in those documents.

In signing this declaration, the Vendor’s authorised representative acknowledges that all information submitted as part of this Quote is true and correct and all terms and conditions applicable to this RFQ have been read and understood.

|  |  |  |
| --- | --- | --- |
| **AUTHORISED REPRESENTATIVE 1.** |  | **AUTHORISED WITNESS 2.** |
|  |  |  |
|  |  |  |
| **Signature of Authorised Representative** |  | **Signature of Witness** |
|  |  |  |
|  |  |  |
| **Name of Authorised Representative** |  | **Name of Witness** |
|  |  |  |
|  |  |  |
| **Position Title** |  | **Position Title** |
|  |  |  |
|  |  |  |
| **Date** |  | **Date** |
|  |  |  |
|  | | |
| 1. The authorised representative must have the necessary delegated authority to authorise quotes on behalf of the Vendor | | |
| 1. The authorised witness must be a recognised employee of the Vendor | | |

1. SCHEDULE OF BENEFIT TO THE LOCAL REGION

AlburyCity would like to deliver artistic programs and projects that support social, economic and cultural outcomes for our local community.

|  |
| --- |
| **Local Supply and Community Benefit** |
| **Are you a creative based in the Albury Wodonga region?** |
| response |
| **As part of your project will you be engaging with local businesses, subcontractors and/or sourcing your materials and equipment from the Albury-Wodonga region? Please provide examples.** |
| response |
| **How will your artwork respond to site physically (tangible site features) and socially (demographics of the local community)?** |
| response |
| **Do you have a plan to engage the local community (i.e. school students) in this project? If so please provide a plan. Council can help to collate information and liaise with local schools** |
| response |
| **What experience will your artwork bring to the local community?** |
| response |
|  |

Note: The local region for the purpose of procurement, tendering and contract management is to be interpreted as the Albury-Wodonga region