



## REQUEST FOR TENDER

<b>Request for Tender:</b>	<i>Provision of Ranger Services</i>
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<b>RFT Number:</b>	RFT05-2021/22
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<b>Deadline:</b>	<i>10:00am AWST, 4<sup>th</sup> July 2022</i>
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<b>Tender documents availability and lodgement.</b>	<p>Tender documents are available from <a href="https://www.tenderlink.com/merredin/">https://www.tenderlink.com/merredin/</a></p> <p>Tender submissions must be lodged via the electronic tender box on the Tenderlink Portal at <a href="https://www.tenderlink.com/merredin/">https://www.tenderlink.com/merredin/</a></p>
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<p><b>SUBMISSIONS ARE TO BE RECEIVED VIA THE ABOVE ELECTRONIC TENDER BOX BY THE CLOSING TIME AND DATE.</b></p> <p><b>LATE SUBMISSIONS WILL NOT BE ACCEPTED.</b></p> <p><b>TENDERS SUBMITTED DIRECTLY TO THE SHIRE BY MAIL, FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.</b></p>
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# 1 Conditions of Tendering

## 1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

- Attachments:** The documents you attach as part of your Tender.
- Contractor:** Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
- Deadline:** The deadline for lodgement of your Tender as detailed on the front cover of this Request.
- General Conditions of Contract:** Means the General Conditions of Contract for the *Provision of Ranger Services provided* in Part 3.
- Offer:** Your offer to supply the Requirements.
- Principal:** *Shire of Merredin*
- Request OR RTF OR Request for Tender** This document.
- Requirement:** The Provision of Ranger Services requested by the Principal.
- Selection Criteria:** The Criteria used by the Principal in evaluating your Tender.
- Special Conditions:** The additional contractual terms.
- Specification:** The Statement of Requirements that the Principal requests you to provide if selected.
- Tender:** Completed Offer form, Response to the Selection Criteria and Attachments.
- Tenderer:** Someone who has or intends to submit an Offer to the Principal.
- Tenderlink:** Means the web-based portal to be used for downloading Tender documents and raising queries in the online forum during the Tender Open Period. This medium operates through the website <https://www.tenderlink.com/merredin/>
- Tender Open Period:** The time between advertising the Request and the Deadline.

## **1.2 Tender Documents**

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and keep this part*).

Part 2 – Statement of Requirement includes Specification and any plans/drawings (*read and keep this part*).

Part 3 – General Conditions of Contract (*read and keep this part*).

Part 4 – Special Conditions of Contract (*read and keep this part*).

Part 5 – Tenderer’s Offer (*complete and return this part*).

### **Separate Documents**

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

## **1.3 How to Prepare Your Tender**

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

## **1.4 Contact Persons**

Tenderers should not rely on any information provided by any person other than the person listed below:

<b>Name:</b>	<i>Peter Zenni</i>
<b>Telephone:</b>	<i>(08) 9041 1611</i>
<b>Email:</b>	<i>emds@merredin.wa.gov.au</i>

## **1.5 Requests for Clarification**

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made using the online forum on the tender details page of Tenderlink and may be subject of an addendum to this Request.

No requests for information or clarification to the RFT Documents will be accepted later than seven (7) days prior to the Deadline of this Request.

## **1.6 Prequalification Requirements**

Not Applicable.

## **1.7 Deposits for Requests**

Not Applicable.

## **1.8 Tender Briefing/Site Inspection**

Not Applicable.

## **1.9 Lodgement of Tenders and Delivery Method**

The Response must be lodged by the Deadline. The closing time for this Request is (10:00AM AWST, 4<sup>th</sup> July 2022).

The time nominated in the Deadline of this Request is determined on the Western Australian (WA) time zone, Australia, in accordance with Standard Time Act 2005 (WA), and any Act of the Parliament of Western Australia amending the application of Standard Time.

The response is to be:

- (a) Lodged in full via the Tenderlink Portal – LATE or PARTIAL RESPONSES WILL NOT BE ACCEPTED;
- (b) Have all pages numbered consecutively, and the response must include an index;
- (c) Have NO embedded documents within the response;
- (d) Include the completed Offer Form and Price Schedule

The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat (PDF) or Microsoft Office 2010 applications.

All electronic submission files should be clearly named with the Principal's Tender Number and the Tenderer's Name.

Tenderers are responsible for ensuring that they have completed the lodgement of their tender document(s) correctly. Tenderers will receive a successful lodgement email notification from Tenderlink to confirm the tender submission has been successfully submitted to the Principal's electronic Tender box.

Tenderers must ensure that they have allocated a sufficient amount of time in order to upload their Tender to Tenderlink and resolve any potential technical issues prior to the Request deadline.

Tenders that are not finished uploading to Tenderlink prior to the Tender deadline, will not be accepted for evaluation.

The Principal is not able to provide Tenderlink technical support and takes no responsibility for difficulties or technical issues experienced by the Tenderer whilst uploading their Tender. If the Tenderer requires assistance with using the Tenderlink website, they are to use the online help tools available on the Tenderlink Dashboard, or alternatively contact the Tenderlink Help Desk on 1800 233 533 or via email to [support@tenderlink.com](mailto:support@tenderlink.com).

## **1.10 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

## **1.11 Late Tenders**

Tenders received:

- a) After the Deadline; or

b) In a place other than that stipulated in this Request;  
will not be accepted for evaluation.

### **1.12 Acceptance of Tenders**

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

### **1.13 Disclosure of Contract Information**

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer *or* be advised that no Tender was accepted.

### **1.14 Tender Validity Period**

All Tenders will remain valid and open for acceptance for a minimum period of sixty (60) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **1.15 Precedence of Documents**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

### **1.16 Alternative Tenders**

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

The Principal may in its absolute discretion reject any Alternative Tender.

Any printed "General Conditions of Contract" contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### **1.17 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and

- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

### **1.18 Alterations**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

### **1.19 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

### **1.20 Evaluation Process**

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.



### **1.21 Selection Criteria**

The Contract may be awarded to a *sole* Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

### **1.22 Compliance Criteria**

These criteria are detailed within *Part 5* of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

### **1.23 Qualitative Criteria**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within *Part 5* of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

### **1.24 Value Considerations**

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer;
- b) the pricing submitted by each Tenderer;
- c) Regional Price Preference Policy as detailed in 1.25 of this document; and
- d) insert any other criteria that may affect the value for money

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (e.g. the lifetime operating costs of goods or the Principal’s contract management costs may also be considered in assessing the best value for money outcome).

### **1.25 Regional Price Reference (optional)**

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of *the Local Government (Functions and General) Regulations* and the Principal's Regional Preference Policy (3.13) dated 17 March 2017. The Policy stipulates that:

Where possible and within reasonable limits set out herein, the Shire of Merredin will support local and regional business and industry by providing price preference to local and regional suppliers tendering for contracts with Council.

#### Policy

A regional tenderer is defined under Section 24B(2) of the Local Government (Functions and General) Regulations 1996. A supplier of goods or services who submits a tender is regarded as being a regional tenderer if:

- a) That supplier has been operating a business continuously out of premises in an appropriate region for at least 6 months before the time after which further tenders cannot be submitted; or
- b) Some or all of the goods or services are to be supplied from regional sources.

The Shire of Merredin recognizes the following two Regions for price preferences:

Region 1 – which is defined as a business or industry located within the District of the Shire of Merredin; and

Region 2 – which is defined as a business or industry located within the Districts of the Shire of Kellerberrin, Nungarin, Westonia, Narembeen, Yilgarn and Bruce Rock.

The regional price preference to be given to either a Region 1 or Region 2 tenderer or supplier of a quotation are outlined below and represents at which the regional tender's price bids or quotations would be reduced for the purpose of assessing the tender or quotations.

#### Region 1:

A preference may be given to a regional tenderer or supplier of a quotation from "region 1" by assessing the tender or quote from that regional tenderer as if the price bids were reduced by:

1. 10% - where the contract is for goods or services, up to a maximum price reduction of \$50,000;
2. 5% - where the contract is for construction (building) services, up to a maximum price reduction of \$50,000; or
3. 10% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500,000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

Although goods or services that form part of a tender or quotation submitted by a regional tenderer may be:

1. wholly supplied from regional sources; or
2. partly supplied from regional sources, and partly supplied from non-regional sources, only those goods or services identified in the tender or quotation as being from regional sources may be included in the discounted calculations that form part of the assessments of a tender or quotation when a regional price preference policy is in operation.

Despite the allowed percentage preferences, price is only one of the factors to be assessed when the local government is to decide which of the tenderers or quotations it thinks would be most advantageous to the local government to accept.

Region 2:

A preference may be given to a regional tenderer or supplier of a quotation from “region 2” by assessing the tender or quote from that regional tenderer as if the price bids were reduced by:

1. 5% - where the contract is for goods or services, up to a maximum price reduction of \$25,000;
2. 2.5% - where the contract is for construction (building) services, up to a maximum price reduction of \$25,000; or
3. 5% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$250,000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

Although goods or services that form part of a tender or quotation submitted by a regional tenderer may be:

1. wholly supplied from regional sources; or
2. partly supplied from regional sources, and partly supplied from non-regional sources, only those goods or services identified in the tender or quotation as being from regional sources may be included in the discounted calculations that form part of the assessments of a tender or quotation when a regional price preference policy is in operation.

Despite the allowed percentage preferences, price is only one of the factors to be assessed when the local government is to decide which of the tenderers or quotations it thinks would be most advantageous to the local government to accept.

In considering any RFT or formal RFQ submission, price is only one of the factors to be assessed when Council is to decide which of the suppliers it thinks would be the most advantageous to it.

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

### **1.26 Price Basis**

The price basis for the goods and/or services offered under this Request are to be Fixed Lump Sum for the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include manufacture/procure, delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

### **1.27 Ownership of Tenders**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be

entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### **1.28 Canvassing of Officials**

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

### **1.29 Identity of the Tenderer**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in *Part 5* and whose execution appears on the Offer Form in *Part 5* of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### **1.30 Costs of Tendering**

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

### **1.31 Tender Opening**

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at *the Shire of Merredin Council offices, Cnr King and Barrack Streets, Merredin.*

### **1.32 In House Tenders**

The Principal *does not* intend to submit an In House Tender.

## **2 Statement of Requirements**

### **2.1 Introduction**

The Principal is seeking tenders for the Provision of Ranger Services to the Shire of Merredin.

### **2.2 Background Information**

The Shire Merredin is rich in natural assets encompassing a wide range of unique areas, each with their own character. The Shire of Merredin has a population of approximately 3,365 people across the communities of Merredin, Korbek, Goomarin, Hines Hill, Nangeenan, Burracoppin, Nukarni, Nokanning, Tandegin and Muntadgin.

The Shire of Merredin is situated in the Eastern Wheatbelt, approximately 257 km from Perth via the Great Eastern Highway.

It covers an area of approximately 3,372 square kilometres and is a prosperous grain growing and sheep producing area.

The Shire of Merredin has previously utilised the services of a Contract Ranger and is satisfied with the advantages that contract arrangements provide over a permanent employee.

To Principal is seeking the provision of an effective, efficient and professional delivery of Ranger services for a minimum of 22.5 hours per week week, plus emergency call-outs, to residents of, and visitors to, the Shire of Merredin.

A full statement of the services required under the proposed contract appears in clause 2.5 of this document.

### **2.3 Definitions**

Below is a summary of some of the important defined terms used in this Part:

<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>Principal's Representative</b>	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

### **2.4 Scope of Work**

Provide a professional local government Ranger service for a minimum of 22.5 hours per week, or more often if required by the Shire of Merredin, in addition to an emergency on-call service.

The on-call component is a full 24/7 Ranger service. Emergency callouts will be given priority over rostered days at other local governments and vice versa.

## **2.5 Detailed Specification**

### **Ranger Services to be provided include:**

- (a) Maintaining a strong customer service focus and providing advice and information to staff and the general public on matters relating to Ranger Services.
- (b) Ensuring Council policies are adhered to and enforcing Council's Local Laws and Statutory Acts applicable to Ranger Services.
- (c) Undertaking general administration requirements including attending to relevant correspondence and assisting with the preparation of relevant monthly statistics or reports for Council as required.
- (d) Conducting patrols throughout the Shire and identifying areas of non-compliance with relevant local laws and regulations. Reporting and assisting the relevant Shire department on any non-compliance issues as directed.
- (e) Ensuring compliance with the provisions of the Bush Fire Act 1954 and regulations.
- (f) Inspecting properties with regard to fire breaks and fire control.
- (g) Dog and cat management.
- (h) Off road vehicle management.
- (i) Litter and illegal dumping management.
- (j) Abandoned vehicle management.
- (k) Animal control including reptile handling.
- (l) Caravan and camping control.
- (m) Reporting damage/vandalism of any Council assets to the appropriate Officer.
- (n) Enforcing all other areas of State legislation pertaining to a local government Ranger service.
- (o) All other management of Local Laws.

## **2.6 Implementation Timetable**

Not applicable

## **2.7 List of Applicable Documents**

Not Applicable

## **2.8 Service Levels**

Not Applicable

### **3    General Conditions of Contract**

WALGA Goods and/or Services Contract Conditions (see attachment 1)

#### **3.1    Insurances**

##### **3.1.1    Public Liability and Property Damage**

The Contractor shall at its own risk carry out the Contract in accordance with every condition and in doing so shall comply with the provisions of any Statute, Regulation and the requirements of the Council.

The Contractor shall take out a Public Liability Insurance Policy to the value of twenty million dollars (\$20,000,000).

The Contractor shall take out Workers Compensation Insurance cover to the value of ten million dollars (\$10,000,000).

#### **3.2    Period of Contract and Termination**

The Contract will be in force for the period of **three (3)** years with an option for a further one (1) year extension. The further one (1) year extension option has to be agreed to by both parties in order to come in to effect. Either party to the Contract may terminate the Contract at any time by giving four (4) week's notice to the other party.

#### **4 Special Conditions of Contract**

The contractor shall report to the Shire of Merredin Executive Manager of Development Services with respect to the Provision of Ranger Services to the Shire of Merredin.

All contractors allocated to the Shire of Merredin to provide Ranger Services must be appropriately vaccinated in accordance with applicable public health directions and must have skills and knowledge commensurate with activities including completion/ possession of the following;

- Municipal Law Enforcement A and B
- Certificate IV in Local Government (Governance and Administration - Rangers)
- Current unrestricted C class WA license
- Current Senior First Aid certificate



## **5 Tenderer's Offer**

### **5.1 Form of Tender**

The Chief Executive Officer  
Shire of Merredin  
Merredin Administration Centre  
Corner King & Barrack Streets  
MERREDIN WA 6415

I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **In response to RFT05-2021/22 – Provision of Ranger Services:**

I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Part 5 COMPLETE AND RETURN THIS PART****5.2 Selection Criteria****5.2.1 Compliance Criteria**

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

<b>Description of Compliance Criteria</b>	
Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
<i>Complete Tenderer’s Offer</i>	Yes / No
<i>Complete Pricing Schedule</i>	Yes / No
<i>References</i> - Attach details of your referees, provide a minimum of two (2). You should give examples of work provided to verify skills and experience where possible.	Yes / No
<i>Regional Price Preference Policy</i> - Advise of regional address if you have a shop front within the Shire of Merredin, or Districts of the Shire of Kellerberrin, Nungarin, Westonia, Naremben, Yilgarn and Bruce Rock, for consideration of applying the Regional Price Preference to your submission.	Yes / No
<p>Tenderers are to provide their Relevant Qualifications, for example:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Municipal Law Enforcement A and B</li> <li><input type="checkbox"/> Certificate IV in Local Government (Governance and Administration - Rangers)</li> <li><input type="checkbox"/> Current unrestricted C class WA license</li> <li><input type="checkbox"/> Current Senior First Aid certificate</li> </ul>	Yes / No
Compliance with the Specification contained in the Request.	Yes / No
<p>Risk Assessment</p> <p>Tenderers must address the following information in an attachment and label it “Risk Assessment”:</p> <ul style="list-style-type: none"> <li>i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i></li> <li>ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i></li> <li>iii) <i>Provide the organisations directors/company owners and any other positions held with other organisations.</i></li> </ul>	Yes / No

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- iv) Provide a summary of the number of years your organisation has been in business.*
- v) Attach details of your referees. You should give examples of work provided for your referees where possible.*
- vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.*
- vii) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.*
- viii) Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.*
- ix) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.*
- x) Are you presently able to pay all your debts in full as and when they fall due?*
- xi) Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.*
- xii) Provide details of disputes and claims history for your organisation and its Related Bodies Corporate (if applicable) over the last 5 years.*
- xii) Provide details of disputes and claims history for your organisation and its Related Bodies Corporate (if applicable) over the last 5 years.*
- xiii) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.*

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.

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<p>Covid-19 Protocols</p> <p>The Western Australian government has issued several public health orders and directions in relation to COVID-19 management and for various occupations and workforces to be vaccinated against COVID-19. Information may be found at: <a href="https://www.wa.gov.au/government/document-collections/covid-19-coronavirus-mandatory-vaccination">https://www.wa.gov.au/government/document-collections/covid-19-coronavirus-mandatory-vaccination</a>. The information published regarding health orders and directions for the management of COVID-19 is subject to change, and tenderers are requested to update themselves accordingly for the duration for the contract term.</p> <p>The information requested below will not be point scored in the assessment of your submission, however successful appointment to contract is contingent upon the tenderer (inclusive of but not limited to all subcontractor and project personnel and any/all partner entities) agreeing to confirm compliance with all laws, health orders, directions and vaccination requirements as advised by the Western Australian Government in relation to COVID-19 management.</p> <p>Please confirm your acceptance of the above-mentioned requirement:</p>	<p>Yes / No</p>
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**5.2.2 Qualitative Criteria**

Before responding to the following qualitative criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

<p><b>A. Relevant Experience</b></p> <p>Tenderers must address the following information in an attachment and label it <b>“Relevant Experience”</b>:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p><b>Weighting</b></p> <p><b>20%</b></p>	
<ul style="list-style-type: none"> <li>a) <i>Provide details of similar work.</i></li> <li>b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i></li> <li>c) <i>Provide details of issues that arose during the project and how these were managed.</i></li> <li>d) <i>Provide details of the Tenderer’s performance to timelines and budgets under any contract with the Principal in the last 5 years and the performance of each of its Related Bodies Corporate (if applicable).</i></li> <li>e) <i>Demonstrate competency and proven track record of achieving outcomes.</i></li> </ul>	<p><b>“Relevant Experience”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>

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f) *Project reference sheet.*

<p><b>B. Key Personnel Skills and Experience</b></p> <p>Tenderers must address the following information in an attachment and label it “<b>Key Personnel Skills and Experience</b>”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p style="text-align: center;"><b>Weighting</b></p> <p style="text-align: center;"><b>30%</b></p>	
<p>a) <i>The Tenderer’s role in the performance of the Contract.</i></p> <p>b) <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i></p>	<p><b>“Key Personnel”</b></p>	<p><b>Tick if attached</b></p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “<b>Key Personnel Skills and Experience</b>”.</p>		

<p><b>C. Tenderer’s Resources</b></p> <p>Tenderers must address the following information in an attachment and label it “<b>Tenderer’s Resources</b>”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p style="text-align: center;"><b>Weighting</b></p> <p style="text-align: center;"><b>30%</b></p>	
<p>a) <i>Plant, equipment and materials.</i></p> <p>b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></p> <p>c) <i>OHS Survey.</i></p> <p>d) <i>Safety Record.</i></p> <p>e) <i>Resources Schedule.</i></p>	<p><b>“Tenderer’s Resources”</b></p>	<p><b>Tick if attached</b></p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “<b>Tenderer’s Resources</b>”.</p>		

<p><b>D. Demonstrated Understanding</b></p> <p>Tenderers must address the following information in an attachment and label it “<b>Demonstrated Understanding</b>”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p>	<p style="text-align: center;"><b>Weighting</b></p> <p style="text-align: center;"><b>20%</b></p>	
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**Part 5 COMPLETE AND RETURN THIS PART**

<p>a) A project schedule/timeline (where applicable).</p> <p>b) The process for the delivery of the Goods/Services.</p> <p>c) Training processes (if required); and</p> <p>d) Demonstrated understanding of the Scope of Work.</p>	<p><b>“Demonstrated Understanding”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
<p>Supply details and provide an outline of your proposed methodology in an attachment labelled <b>“Demonstrated Understanding”</b>.</p>		

**5.3 Price Information**

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

**5.3.1 Price Basis**

<p>Are you prepared to offer a fixed price?</p>	<p><b>Yes / No</b></p>
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**5.3.2 Price Schedule**

No	Service Description	Tender Unit	Estimated Usage	Rate per hour/per km	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1	Minimum 22.5 Hrs per week Ranger services from Monday to Thursday between 9.00am and 5.00pm	3 days per week	>156 days per year				
2	After hours callouts or emergencies	Per hour					
3	Travel expenses	Per trip					
4	After hours on call availability	Per hour					
5	Animal removal/rehoming services	Per animal					