

## **PART 2**

### **SPECIFICATION**

<b>Request for Tender (RFT)</b>	<i>Hire of Plant &amp; Equipment (Wet &amp; Dry)</i>
<b>Closing Time:</b>	<b>16 August 2021 at 2pm(AEST)</b>
<b>RFT / Contract Number:</b>	<b>WSCT-2122-01-VP</b>



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## 1. Introduction and Background Information

The Shire of Winton is a local government area in Central Western Queensland, Australia. It covers an area of approximately 62,000 square kilometres, with a population of around 1,600 people and has existed as a local government entity since 1887. Its administrative centre is located in the town of Winton. It is named after Winton, Dorset, England, the birthplace of Robert Allen, the first white settler in the Winton (Queensland) area. Winton is located on the Landsborough Highway, 179 kilometres north-west of Longreach, 472 kilometres south-east of Mount Isa and approximately 1,353 kilometres from Brisbane City.

Winton Shire Council ("the Council") is establishing a Register of Pre-Qualified Suppliers (RPQS) for the Hire of Plant & Equipment (Wet & Dry) to the Council.

This Register of Pre-Qualified Suppliers provides Council with a list of organisations and hire rates for plant and equipment (wet & dry) that may be required for work during the period. The plant and equipment may be required to operate anywhere within the Winton Shire Council region for construction, maintenance and associated works or activities to be undertaken by the Council.

Suppliers may manage their fleet as they deem necessary but any change to a supplier's capacity to supply plant and/or equipment accepted for hire must be communicated to Council.

Council will always seek to use this Register of Pre-Qualified Suppliers to satisfy its requirements for the hire of plant and equipment. However, if for any reason Council is unable to satisfy its requirements by use of this register, it reserves the right to deal with additional suppliers external to the register, or to refresh the register (in full or in part).

Landowners or Landholders who perform emergency works on Council controlled roads following rain events are encouraged to submit a Tender response to ensure that they can perform these works in the future. No emergency works will be awarded unless a Tender under this arrangement has been submitted.

## 2. Term of Contract

The contract will commence on **1 October 2021**, for a two (2) year term and expire on **30 September 2023** with an optional extension period of up to twelve (12) months.

Initial term of contract:	Two (2) years
Contract commencement date:	1 October 2021
Contract expiry date (initial term):	30 September 2023
Optional extension period*:	1 x 12 months
* Optional extension periods may be exercised at the absolute discretion of Winton Shire Council. If the optional extension is exercised, the arrangement will remain operational until 30 September 2024.	



## Specifications

This document uses the word “Contractor(s)” to define the service provider(s) appointed to this established RPQS.

### 3. Local Government Act and Regulations

Winton Shire Council ensures that their purchasing activities are fully compliant with the *Local Government Act 2009* and *Local Government Regulation 2012*.

The establishment of a Register of Pre-Qualified Suppliers (RPQS) is an “exception” as defined in s.232 of the *Local Government Regulation 2012*, which allow a Local Government to enter into a contract, in this case for the hire of plant and equipment (wet and/or dry), without first inviting written quotes or tenders.

A *pre-qualified supplier* is a supplier who has been assessed by the local government as having the technical, financial and managerial capability necessary to perform contracts on time and in accordance with agreed requirements.

By establishing a RPQS, it assists Council to deliver its services to the community in an efficient and effective manner. As outlined in the *Local Government Regulation 2012* a RPQS can be established where:

- (a) the preparation and evaluation of invitations every time the goods or services are needed would be costly; or
- (b) the capability or financial capacity of the supplier of the goods or services is critical; or
- (c) the supply of the goods or services involves significant security considerations; or
- (d) a precondition of an offer to contract for the goods or services is compliance with particular standards or conditions set by the local government; or
- (e) the ability of the local business to supply the goods or services needs to be discovered or developed.

Under s.104 of the *Local Government Act 2009*, Local Governments are required to consider five (5) sound contracting principles when selecting a supplier with whom to enter into a contract. It is therefore suggested that Tenderers keep the following five principles in mind (and address them where possible) when preparing their Tenders or RFQs:

- (a) Value for money;
- (b) Open and effective competition;
- (c) The development of competitive local business and industry;
- (d) Environmental protection; and
- (e) Ethical behaviour and fair dealing.

### 4. Specification

This tender is open to all interested parties to submit an offer to Council for the hire of plant and equipment (wet and/or dry), as required by Council for the duration of this Contract period (or extended Contract period).



## ***Specifications***

- The hire of plant and/or equipment will not be for indefinite periods.
- Council reserves the right to hire more than one type of plant and/or equipment from a single or multiple number of Contractors/Suppliers.
- Council does not guarantee any work or continuity of works if a tender is accepted.
- Work will be awarded at the discretion of Council on an 'as required' and 'best value for money' basis.
- Council does not guarantee the quantity of goods or services that will be ordered with successful Tenderers.
- There is no obligation on Council to place a minimum order with any Supplier.
- There is no obligation on Council to ensure that orders are shared equally between Suppliers.

The following list is a guide to the plant and/or equipment that may be required by Council under this tender. It is not an exhaustive list as Council may require other plant and/or equipment not listed in the tender documents. Suppliers are encouraged to submit items of plant and/or equipment not listed here in their application.

- Trench Shoring
- Generators
- Portalos
- Smoko Vans
- Backhoes
- Bucket trucks
- Cranes (various capacities)
- Crushing plant/ Mobile plant
- Dozers
- Elevated Work Platforms (EWP)
- Excavators – List attachments and sizes.
- Forklifts- sizes
- Graders
- Gravel trucks and associated trailers (various capacities)
- Light vehicles
- Loaders – Bucket.
- Miscellaneous small plant and equipment (e.g. generators, power tools, pumps, portable traffic lights, VMS boards, other items commonly used on construction sites)
- Prime-movers (various)
- Profilers
- Rollers (multi-tyred, smooth drum, padfoot and Grid roller) with spare tyre and rim.
- Scrapers
- Site facilities (e.g. temporary office buildings, smoko hut, ablution block, etc.) and mobile pump 4" and 6" float.
- Skidsteers
- Spreader trucks
- Stabilisers
- Trenchers
- Vacuum trucks



### ***Specifications***

- Water trucks and associated trailers (various capacities)

All successful Tenderers will be recorded on a Register of Pre-Qualified Suppliers (RPQS) for the Hire of Plant and Equipment (Wet and/or Dry) when approved by Council.



## **5. Specific Requirements of the Contract**

### **5.1 Working Period:**

The period of hire and normal working hours or days of work shall be negotiated with the Contractor prior to each period of hire. There is no guarantee of any minimum hours of work during the period of this engagement.

As a guide, the hours of work may vary from 8.5 hours to 10 hours a day with a maximum of 12 hours on any one day. Typically, Contractors will be working with a Winton Shire Council works crew. The expectation of Council is that the Contractor will be ready for work (plant fuelled, pre-start checks undertaken) when the Council staff commence.

Council will not pay a retainer or guarantee any volume of work to any Contractor.

### **5.2 Operator:**

The Operator supplied must be appropriately qualified and experienced and hold all necessary accreditation/verification of competency to operate the plant in the location and manner expected.

The Contractor is responsible for ensuring that the plant operator holds the appropriate qualifications or certificates of competency, is ticketed/licenced and competent to operate the item of plant for the type of activity to be undertaken.

The Contractor MUST provide evidence to Council that the actual plant operator holds the relevant licenses/tickets and is a competent operator.

All operators' accreditations etc. will be checked by Council for currency prior to commencement of work. Operators must carry all accreditations on them at all times while on site.

In addition to the normal plant operators' tickets and licences, operators must have the following:

- All operators must hold General Construction Induction (white) card, or the equivalent thereof (i.e. relevant interstate construction induction card; Queensland blue card)
- All operators must have their own First Aid kits and relevant Personal Protective Equipment (PPE) such as Safety Hard Hats, Safety Boots, High Visibility Shirt or vest, Safety goggles, leather gloves, and noise protection - ear muffs or plugs.

Council reserves the right to immediately order an item of Plant off the work site if the Operator is deemed incompetent by the Council's Authorised Officer or Site Supervisor.

### **5.3 Hourly Hire Rate**

The hourly hire rates are to be submitted in Part 4 - Pricing Schedule RFT documents. Rates are to include all items set out in the relevant Special Conditions (Appendix A and B) of this Specification document.



## ***Specifications***

### ***Plant Hire Rates:***

- Rates provided are to be inclusive of GST and NO fuel levies or other charges associated with any operator or plant cost increases are to be charged in addition to the rates submitted.
- If fuel prices rise considerably, a percentage increase of quoted hire rates may be considered by submitting a written request to Council.
- The granting of any such increase will be at the discretion of Council.
- Any such increase will not impact or change the outcome of this tender application.
- Tenderers are required to submit separate rates as follows:
  - (a) The working rate (\$ per hour)
  - (b) A stand down rate (\$ per hour)
  - (c) Camp rates (\$ per day)
- Any machine which fails to operate (due to breakdowns) for more than 60% of the available hours in any weekly period, may be terminated at the discretion of Council' authorised officer (this may be the Project Supervisor, Works Manager, Director of Works, or other nominated officer).

### ***Working Hourly Rates:***

- For the purpose of this contract, the Working Rate will be the rate paid while the item of plant is working on the work site.

### ***Stand Down Rates:***

- For the purpose of this contract, the Stand Down Rate will be the rate that the Tenderer nominates to be paid when the Council elects to keep the plant item engaged on a works site, but the plant item is not being used or operated.
- If a Tenderer does not elect to nominate a Stand Down Rate, then there will be no entitlement to charge for a Stand Down Rate in the event that Council issues a request for a stand down.
- Council can only issue a request for a stand down for a period not exceeding three (3) days in every six (6) days.
- The day count for the purpose of this calculation will begin the day after the day the plant has been established on site and will continue for the period of hire.
- Sundays are excluded from the day count.
- When standing down plant for an entire day, the number of hours for the Stand Down Rate will be 8.5 hours, regardless of what duration is worked on site that day by Council or Contractors.

### ***Establishment and Disestablishment:***

- Establishment is from town to site and from site to site.
- Disestablishment is from site back to town when the plant is no longer required.
- Both establishment and disestablishment rates will be requested through the RFQ.

### ***Camps:***

- The camp cost is the rate per day for the Tenderer to provide a fully self-contained camp.
- The camp rate will include the provision of water, fuel and generator to be completely self-sufficient (i.e. not to rely on Council to provide power or water facilities).





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- Council will only provide power to camps in an emergency situation for a daily fee of \$33 (GST inclusive) for not exceeding three days.
- The Contractor is to ensure that camps are utilised to their full capacity. Where possible, one camp, which may cover multiple sites/plant, should be established.

### **5.4. Workplace Health and Safety**

The Contractor has an obligation under the *Work Health and Safety Act 2011* (WH&S Act) to provide a safe place and a safe system of work so as not to place at risk the contractor's own employees, sub-contractors, Council workers, other workers/persons and the general public at the workplace.

The contractor must comply with all relevant enactments, associated *Work Health and Safety Regulation 2011*, Australian/New Zealand Standards, Codes of Practices and Winton Shire Council WH&S policies and procedures, which are in any way applicable to this contract, or the performance of the services under this contract.

In particular, your attention is drawn to Winton Shire Council's policies:

- Code of Conduct for Employees
- Drug and Alcohol Policy and Testing Procedures.

These policies apply to contractors and the employees of contractors. (Copies will be provided to successful Tenderers)

If required by Council, Contractors will attend a standard Winton Shire Council induction before commencing works on site. Council may require Contractors to provide work method statements prior to commencing any work on-site.

### **5.5 Tenderer Work Health and Safety Systems Questionnaire**

The Tenderer must complete the Work Health & Safety and Risk Management Questionnaire provided in Schedule 6 of Part 3 of the RFT documents. If Tenderers do not have Work Health and Safety Management System in place, they will at a minimum be required to agree to be bound by Council's systems and policies.

Tenderers who do not complete the questionnaire will be ineligible for selection. Tenderers may (if requested by Council) be required to verify their responses noted in the questionnaire by providing evidence of their ability and capacity in relevant WH&S matters.

By submission of the tender, questionnaire and any supporting evidence, the tenderer acknowledges and confirms as accurate all details in the questionnaire and any verifying documents.

### **5.6 Safety Equipment:**

The tendered item of plant is required to have appropriate flashing roof mounted safety lights which comply with the Manual of Uniform Traffic Control Devices (MUTCD) 2019, Part 3, and are to be in operation at all times the machine is operating on the road or is a hazard to other vehicles or road users.



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Operators and/or drivers are required to wear highly visible clothing or safety jackets and steel capped safety boots whilst carrying out works, machine maintenance or establishment on road formations, and any other personal protective equipment as directed by the Site Supervisor/Work Health & Safety Officer (WHSO).

Safety equipment is to comply with Australian/New Zealand Standards. The cost of such equipment is to be borne by the Contractor, with all costs to be included in the hourly hire rate for the machine.

### **5.7 Insurances:**

Contractors shall fully comply with their statutory obligations to insure themselves and to keep themselves insured against all sums for which, in respect of any injury to a worker employed by him/her, he/she may become legally liable by way of:

- Compensation under the current *Workers' Compensation and Rehabilitation Act 2003* and subsequent amendments;
- Public Liability Insurance;
- Damage arising under circumstances creating also, independently of the Act, a legal liability on the employer to pay damages in respect of the injury;
- Transit Liability Insurance;
- Plant and Machinery Insurance.

Proof of such insurance must be made available to the Council prior to the commencement of any work under the Contract.

The Tenderer will be insured for public liability for a minimum of \$10,000,000.

### **5.8 Licences:**

Copies of relevant licences, roadworthy certificates, operators' tickets and other such evidence as required by Council, will be provided to the Council at the commencement of each period of hire. Any changes or renewals are to be supplied to the Council immediately when such change or renewal takes effect.

### **5.9 Payment:**

The Contractor, on a fortnightly basis, in line with the Council's pay period, shall provide an invoice for payment. It shall state the order number for the work and shall include the relevant daily log sheets countersigned by the job supervisor.

Unless issued under the provision of the *Building Industry Fairness (Security of Payment) Act 2017*, the Council will pay each correctly rendered invoice within 28 days after the month end of the invoice date.

An invoice is correctly rendered if:



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- It is a tax invoice;
- The Goods have been delivered or the Services/Works completed;
- Rates will be GST inclusive;
- The amount claimed in the invoice is correctly calculated;
- It includes the relevant Purchase Order number;
- It is addressed to the Council;
- It is set out in a manner that identifies the Goods and/or Services/Works completed;
- Covers and itemises each amount claimed to a level of detail asked for by the Council or Council's Authorised Officer or Representative.

The Contractor should have made allowances in their relevant rates for all costs relating to the wet hire of plant, including labour and consumable expenses as necessary to operate the vehicle or item of plant as directed and specified herein.

### **5.10 Ability to Receive Work**

Contractors should be aware that, if at any time during the period of this Contract they become classed as outstanding debtors by Council, their right to receive work under the conditions of this Contract/Arrangement will be suspended and will remain so until such time as all monies outstanding to Council have been paid. Outstanding debtors is taken to mean either arrears of rates, being rates unpaid after the due date, or arrears of sundry debtors being unpaid after sixty (60) days or more after the issue of the invoice.

### **5.11 Stand Down:**

From time to time, it may be necessary to "Stand Down" plant and operators, due to weather conditions or other circumstances, "with no compensation being paid", unless a Stand Down Rate has been submitted and accepted by Council as part of this tender submission (as per 5.3).

Any such "Stand Down" will be at the discretion of Council's Authorised Officer or Site Supervisor.

### **5.12 Safety Induction:**

The Contractor and their Employees will be required to undergo a site-specific safety induction by Council's site supervisor prior to commencement of work. There will be no charge to the Contractor for this Council safety induction training. Any costs borne by the Contractor for compliance with this section should be allowed for in the hourly hire rate for the plant or equipment.

Contractors and their Employees are required to hold a General Construction Induction (white) card, or the equivalent thereof (i.e. relevant interstate construction induction card; Queensland blue card).

The Council's Site Supervisor will complete the Contractor and Equipment Hire Checklist prior to commencement of work for the hire period. The Site Supervisor will also complete spot checks on plant and equipment at a minimum of once per fortnight.



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### **5.13 Weed Control:**

All plant and equipment must be supplied free of any pests, plants, or seeds and a washdown declaration certificate may be requested by Council at any time.

### **5.14 Changes to Plant, Insurance, Operators and Inspection details or any other matter:**

- (a) Any changes to details supplied must be provided to the Council immediately any such change takes effect.
- (b) Any change of plant or equipment is to be notified to and approved by Council, prior to that plant commencing work on any Council worksite.
- (c) Any addition of new plant or equipment is to be notified to and approved by Council, prior to any plant commencing work on any Council worksite.

### **5.15 Additional Requirements:**

The Contractor shall ensure that noise created while supplying the Services/Works is kept to a minimum, limits disruption to neighbouring properties and only makes noise during authorised times.

The Contractor will attend the work site on time, will co-operate with other workers or trades people (as necessary) and will comply with all workplace health and safety obligations and with all directions issued by the Council's on-site Works Manager, Site Supervisor and/or Council's Authorised Officer.

Council may request a quote for work before placing an Order.

### **5.16 Specific Requirements of the Contract**

#### Key Performance Indicators (KPI's)

Where required, the Council will work with the Contractor to establish measurable KPIs. Where such KPIs are put in place, the Contractor will comply with those KPIs.

#### Reporting

The Contractor must provide to the Contractor's Authorised Officer a signed work order for all work performed. The Contractor's Authorised Officer will sign for the performed work.

#### Local Business Preference

As part of Council's commitment to the development of competitive local business, Council will give a preference to those suppliers that are able to satisfy the criteria of 'local' as defined in Winton Shire Council's Procurement Policy. The definition of 'local' is "a business that is either based or employs permanent local staff in the Winton Shire".



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### **Contract Management**

Maintaining strong communications between the Council and Contractor during the provision of any Services/Works are of primary importance to the Council. The Council's Authorised Officer and Contractor's Representative shall liaise on a regular basis.

The Contractor shall acknowledge a standard Order issued by the Council's Authorised Officer within twenty-four (24) business hours and an urgent Order within four (4) business hours.

The Contractor shall respond to a reasonable request for information or documentation from the Council's Authorised Officer within five (5) days.

Where possible, Council may provide the Contractor with a forward plan of plant hire requirements and where so provided, the Contractor shall provide Council with a proposed works schedule.

### **Condition of Plant and Equipment**

Council requires plant and equipment to be well maintained, in good working order and equipped with appropriate onsite safety equipment. All excavators and backhoes must be fitted with hose burst protection safety valves.

The condition of plant and equipment supplied will be assessed by Council prior to any works commencing.

### **Performance of Contractor**

During each hire, the performance of plant or equipment and operators will be evaluated by Council's Site Supervisor. Factors assessed will include condition of the plant or equipment, compliance with workplace health & safety practices, timely attendance, skills and productivity and the ability to work effectively with others.

Council monitors the performance of all successful panel providers. History detailing the performance and compliance of the provider must be recorded on the supervisor's daily pre-start sheet and used as a factor to assist in determining the supplier most suitable to provide hire services to the Council.

### **Contractor Obligations**

The Contractor must at all times liaise and collaborate with all other Council staff and contractors who may be performing work at the work site.

The Contractor must promptly give written notice to the Council's Site Supervisor if the Contractor causes damage to any of the works or to any property located on the work site or on any adjoining land.

The Contractor must comply with all directions given, whether orally or in writing, by the Council's Site Supervisor, unless it is not safe to do so.



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Where the work performed by the Contractor is not acceptable to the Council's Authorised Officer or Site Supervisor (acting reasonably), the Contractor will return as soon as practicable to rectify the notified defects, at the Contractor's cost.

The Contractor's operator(s) must have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

The Contractor must, and must ensure that its sub-contractors, at all times:

- (a) take all necessary precautions to minimise nuisance from noise and vibration emanating from the work site;
- (b) ensure the safety of its employees, other contractors, Council staff and members of the public within the vicinity of the work site;
- (c) where necessary, put in place adequate road traffic controls;
- (d) clear away and remove from the work site all surplus material and rubbish arising from the execution of the work and leave the whole of the work site in a clean and tidy condition;
- (e) monitor and control wherever practical, the access of all persons to the Site and ensure that no persons, including without limitation, friends and relatives (particularly children) of employees, enter the work site without express permission from the Site Supervisor;
- (f) protect and maintain any existing improvements, roads, drainage and other services existing at the work site throughout the execution of the Work under the Contract;
- (g) comply with the requirements imposed by Council's Site Supervisor relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other statutory requirements applicable to the work site;
- (h) comply with all statutes, regulations and local laws relevant to the work (including for the avoidance of doubt, the *Work Health and Safety Act 2011* and associated *Regulations*);
- (i) obtain the prior written approval of Council's Site Supervisor for the formation of any temporary roads, the erection of temporary structures or any work site clearing not specifically documented;
- (j) ensure that no trees or shrubs are removed or destroyed without the prior written approval of Council's Site Supervisor;
- (k) ensure that no fire is lit without the prior written approval of Council's Site Supervisor;



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- (l) store flammable or explosive products in accordance with the relevant statutes and to the approval of Council's Site Supervisor;
- (m) take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work;
- (n) prevent any nuisance occurring through the discharge of dust dirt, water, fumes and the like onto persons or property;
- (o) maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas;
- (p) ensure at all times that operator licences, memberships, training and the like is current;
- (q) ensure that all plant and equipment supplied is maintained to a high standard;
- (r) ensure no oils, grease or rubbish is discharged on site; and
- (s) respect the adjoining private properties and leave them in the same condition as found.

## **6 Pricing**

Winton Shire Council (the Purchaser) is seeking pricing for the Hire of Plant and Equipment (Wet and/or Dry) to be used in undertaking services/works required by the Purchaser. As part of this tender process, Tenderers are required to complete Part 4 - Pricing Schedules to provide hire rates for the nominated plant and equipment (wet and/or dry) and daily Camp Rates.

All rates listed in the Pricing Schedule are **maximum rates** and shall be in Australian currency and be GST inclusive. The listed pricing is **fixed and firm for a minimum period of twelve (12) months**. The Purchaser may further negotiate rates down (from the maximum rates stated in the pricing schedule) directly with the Supplier on the RPQS list, for packaged deals based on their specific requirements.

Pricing can be updated by the Supplier annually, upon application in writing to Winton Shire Council's Works Manager, along with justification for the variation. The Supplier shall supply an amended Price Schedule showing the new rates in excel format for ease of uploading. Winton Shire Council has sole discretion to negotiate and accept/reject the Price Variation Request. The Supplier shall not pass on any price variations until approved to do so by Winton Shire Council.

## **7 The Engagement Process**

Once a Supplier is appointed to the Council's Register of Pre-Qualified Suppliers (RPQS) for Hire of Plant & Equipment (Wet/Dry), they will be sent a "Letter of Acceptance". Once this document is signed and returned to Council by the Supplier, this forms a Contract with the Council for the provision of the goods or services at the Contract Rates. The Supplier then becomes a Contractor.



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The **Contractor must abide by the Terms and Conditions of this Contract** (as set out in the General Conditions of Contract) and any supplementary special conditions required by the Council and accepted by the Contractor.

Council will issue Request-for-Quotations (RFQ's) to Contractors pre-qualified under this contract through the VendorPanel system. This service is not a mandatory requirement for issuing an RFQ, however, it is promoted as an effective engagement tool. VendorPanel does not require the Contractor or the Council to have any special software to use the system. As a successful Contractor you will be sent an invitation to register with VendorPanel (<https://www.vendorpanel.com>).

In line with the General Conditions of Contract, the Contractor shall register on the VendorPanel website to receive and respond to requests-for-quotations submitted by Council in a timely manner, when requested. There is no charge to the Contractor for accessing this service. This system also allows Contractors to update their company profiles, logos and mandatory compliance documentation (e.g. insurance certificates). Information available on the VendorPanel site will include:

- General Conditions of Contract;
- Goods and services offered by each Supplier (Category Matrix);
- Supplier Brand/Profile (with links to website);
- Supplier Pricing Schedule (optional); and
- General Contact information (Commencement Date, Contract Expiry, etc.)

Council may discuss their requirements directly with a Contractor and issue a single RFQ, however they may also obtain quotations from multiple Contractors prior to raising a Purchase Order.

In the case of extended or significant periods of hire (where more than one suitable Contractor is available), Council will obtain quotations, via VendorPanel, from Contractors who have nominated the required plant and equipment in their submission. Evaluation of these responses will be based on the following criteria:

- Responding to the RFQ within the required timeframe;
- Price submitted;
- Availability to start;
- Suitability of the plant and/or equipment;
- Supplier performance history;
- Location of the works to be undertaken;
- Location of the Contractor.

If Council issues an RFQ through VendorPanel, the Contractor is required to respond using the VendorPanel system by the stipulated RFQ close date and time, as communicated by the Council.

Council may determine to issue a Request-for-Quotation directly to a Contractor outside of the VendorPanel system. When this occurs, the Council is required to advise the Contractor of the Contract Number (WSCT-1920-3) and the Contractor is to provide a quote under the Terms and Conditions of this contract.





## **8 Sub-Contractors**

If a Contractor proposes that any part of the services to be provided are to be performed under a sub-contractor, the Contractor must provide the names of the proposed sub-contractors and details of the work proposed to be undertaken by them, in writing to Council for approval, as per the General Conditions of Contract – Assignment. No work to be undertaken by Sub-Contractors can commence until approval is granted in writing by Council to the Contractor.

The Contractor will:

- be responsible for the actions of any sub-contractor; and
- at all times, remain responsible for the delivery of the requirements, as agreed to with Council.

## **9 Request for Quotation (RFQ)**

Council will generally have a different requirement for each project, therefore with the assistance of the Pricing Schedule, the most efficient way to manage individual requirements is to issue an RFQ.

Council may submit an RFQ with further special conditions, subject to the limitations set out in the General Conditions of Contract.

It is expected that Council will, at their sole discretion, seek quotes from one or more Contractors from the panel of preferred suppliers awarded in line with the legislation requirements, project scope, project spend, project risk profile and individual policy. Council will reference the Contract Number when placing an order or when establishing an account.

Special conditions are particularly relevant to the services or works to be undertaken and within this document Council may define (with assistance if so required from the Contractor) further comprehensive information regarding technical specifications such as, but not limited to:

- Special requirements such as working hours and pre-inspection meetings and details of work in general should be documented for all parties. Where the Contractor wishes to submit a quotation, the Contractor must respond to Council's RFQ in writing within the period set out in the Council's RFQ, or as otherwise agreed with Council.
- If the Contractor is unable to meet any of the requirements of a specific RFQ, this should clearly be noted in the Contractor's RFQ response.
- Any free services which the Contractor nominates to supply, additional to those specified and which the Contractor accepts, shall be carried out in accordance with the details supplied by the Contractor at a time and place approved by Council.
- Council is not bound to accept an RFQ response received from the Contractor or any other supplier even where such RFQ is the lowest in price.
- If the Contractor's RFQ response is selected following the RFQ process, the Council shall accept the Contractor's offer by issuing a purchase order.
- All Quotations submitted by a Contractor are private and confidential and will not be disclosed to other Contractors under this arrangement. Contractors should note that Council may be subject to legislative disclosure requirements which they are required to comply with, for instance, Section 237



## **Specifications**

of the *Local Government Regulations 2012* which require publication of details of all contracts entered into with a value of over \$200,000 and the *Right to Information Act 2009*.

### **10 Environmental Suitability**

At all times throughout the Contract, the Contractor shall take all reasonable steps to consult with the Council to support any environmental objectives the Council may seek to achieve and take all reasonable measures to co-operate with any targeted levels of sustainability and green practices.

### **11 Insurances**

The Contractor must take out and keep current at its own expense, insurance policies for the Term of the Contract, as set out in the General Conditions of Contract.

### **12 Procurement Timeline**

Place Advertisement in Newspaper*	23 July 2021
Tender Release	23 July 2021
Tender Close*	16 August 2021 at 2:00pm AEST
Evaluation of Responses*	30 August 2021
Acceptance of Tender*	20 September 2021
Commencement of Contract	1 October 2021

*\* Dates are subject to alteration by Winton Shire Council in its discretion.*



## **APPENDIX A**

### **Special Conditions For the Supply of Plant and Equipment – Dry Hire**

These conditions should be read in conjunction with the Winton Shire Council Quotation Form for the DRY hire of plant and equipment.

**(A)** Plant rates may, at the discretion of the Chief Executive Officer, be disclosed to all who have submitted a quotation, after the close of quotations.

**(B) The Contractor shall be responsible for:**

1. All lost time (for that item of plant or equipment) due to breakdown or flat tyres and batteries etc.;
2. All insurances (public liability, transit insurance, etc.);
3. Ensuring that the machinery (plant or equipment) is provided to Council ready to commence work, with all consumables such as: cutting edges, ripper tyres and boots, fully fuelled and greased;
4. Plant risk assessments have been completed for all plant supplied;
5. Ensuring all plant is equipped with:
  - a. Two working rotating (strobe) orange beacons visible from all directions
  - b. Industry standard reversing beeper
  - c. First aid kit
  - d. UHF radio
  - e. Operational air-conditioned cabins
  - f. Fire extinguisher
  - g. Suitable communication equipment
6. Ensuring all necessary registrations of plant and equipment with the Department of Transport and Main Roads and all inspections with Work Health and Safety are current and remain current for the duration of the Contract. The Contractor will produce evidence of such compliance when required by Council;
7. All plant and equipment is maintained in a roadworthy condition and to a high standard;
8. Provide evidence that each piece of plant is fit for purpose by providing a Plant Assessment Report, Plant Inspection Certificate, or a National Heavy Vehicle Accreditation Certificate;
9. Develop and introduce a Pre-start Check Book to be placed in all vehicles to be completed including condition assessment photos and service log in all vehicles by any operator prior to commencing work for the day.

**(C) Council will be responsible for:**

1. Payment of machine hours/days actually worked on the job;
2. All establishment and disestablishment costs to the nominated Location as per the Contractor's pricing schedule or RFQ response;
3. Payment of establishment between concurrent projects as per this quote contract and as



### ***Specifications***

directed by the supervisor;

4. During the hire period Council will be responsible for general maintenance of the machinery (plant or equipment) and all consumables such as: fuel, lubricants, cutting edges, ripper tynes and boots;
5. Ensuring that plant and equipment is returned with our photos in the same condition it was provided once the hire period is completed;
6. Payment of approved invoices on a minimum of a fortnightly basis;
7. Quotes will be assessed on Price, Machine Size, Availability, & Previous Work History.
8. Inspection of plant and equipment as required.
9. Assist with review and completion of Plant Risk Assessments.



## APPENDIX B

### Special Conditions For the Supply of Plant and Equipment – Wet Hire

These conditions should be read in conjunction with the Winton Shire Council Quotation Form for the Wet hire of plant and equipment.

(A) Plant rates may, at the discretion of the Chief Executive Officer, be disclosed to all who have submitted a quotation, after the close of quotations.

**(B) The Contractor shall be responsible for:**

1. The provision of evidence that the truck, trailer, tank combination quoted for, can legally carry the tonnes/litres stated in the quote, and details of the National Heavy Vehicle Regulator (NVHR) maximum axle weight for the particular vehicle – this **MUST** accompany every quote;
2. All establishment and disestablishment costs to the nominated Location as per the Contractor's pricing schedule or RFQ response;
3. All consumables such as fuels, oils, cutting edges, ripper tynes and boots;
4. All operator costs including transport, accommodation/camp and meals;
5. All travelling of the operator and service vehicle;
6. All lost time (for that item of plant) due to breakdown or flat tyres etc. - for normal wear & tear. If directed to change any item of equipment on a machine by Council, then Council will be responsible for payment of the time (i.e. new cutting edges for Final Trim Grader Work);
7. All and insurances (public liability, transit insurance, etc.);
8. The replacement of the operator if unsuitable or due to illness;
9. The safekeeping of plant and equipment whilst on the job site (Council depots are not available for contractor use).
10. All fines incurred (speeding, overloading, etc.);
11. Submitting daily log records showing the actual times worked and the actual work location with their invoice for approval by the Supervisor;
12. Providing the name of the actual driver/operator and their experience details for this machine - this **MUST** be submitted with this quote;
13. All works are to be completed as per Council's Environmental Protection Policy;
14. All staff must comply with Councils code of conduct which includes workplace health and safety;
15. Operators hold current and appropriate licences, memberships, tickets, training and the like;
16. All plant and equipment is maintained in a roadworthy condition and to a high standard;
17. Provide evidence that each piece of plant is fit for purpose by providing a Plant Assessment Report, Plant Inspection Certificate, or a National Heavy Vehicle Accreditation Certificate;
18. Plant risk assessments have been completed for all plant supplied;
19. Ensuring all plant is equipped with:
  - Two working rotating (strobe) orange beacons visible from all directions
  - Industry standard reversing beeper



## ***Specifications***

- First aid kit
  - UHF radio
  - Operational air-conditioned cabins
  - Fire extinguisher
  - Suitable communication equipment
20. Ensuring all necessary registrations of plant and equipment with the Department of Transport and Main Roads and all inspections with Work Health and Safety are current and remain current for the duration of the Contract. The Contractor will produce evidence of such compliance when required by Council;
  21. Contractors are to have a full Council Workplace Health & Safety induction annually and the operator is to have an individual Site induction.
  22. Proof of Current Registration and Driver/Operators License to be submitted with this quote.
  23. Develop and introduce a Pre-start Check Book to be placed in all vehicles to be completed including condition assessment photos and service log in all vehicles to be completed by any operator prior to commencing work for the day.

### **(C) Council will be responsible for:**

1. Payment of machine hours worked on the job – as outlined above;
2. Payment of establishment between concurrent projects as per this quote contract and as directed by the supervisor;
3. Payment of approved invoices on a fortnightly basis;
4. Approval of working hours;
5. Ensuring Workplace Health and Safety (including Council's Drug and Alcohol Policy) and Traffic Safety rules are enforced;
6. Quotes will be assessed on Price, Machine Size, Operator Experience, Availability, Local Knowledge & Previous Work History.
7. Inspection of plant and equipment as required.
8. Assist with review of Plant Risk Assessments.