



**Q22/58 - REQUEST FOR
QUOTATION – BROKEN
HILL ART GALLERY
WORKSHOP & TOILET
DESIGN WORKS**

BROKEN HILL

CITY COUNCIL

**AUSTRALIA'S FIRST
HERITAGE LISTED CITY**

About Broken Hill

The City of Broken Hill is the largest regional centre in the western half of New South Wales. It lies in the centre of the sparsely settled New South Wales Outback, close to the South Australian border and midway between the Queensland and Victorian borders.

The nearest population centre is Mildura in Victoria, approximately 300 kilometres in distance to the south on the Murray River. The nearest capital city is Adelaide, approximately 500 kilometres to the southwest.

Because of its location, Broken Hill has strong cultural and historical connections with South Australia and operates on Central Australian Time, half hour behind Eastern Standard Time.

Broken Hill's isolation is a strength as much as it is a weakness. The city is an ideal place to raise a family in a friendly regional city that embraces true country values. Connected by air, rail and road and with all the facilities that one would expect of a regional city, the Broken Hill lifestyle is treasured by many.

| QUALITY CONTROL | |
|---------------------------------|---------------------------------------|
| EDRMS REFERENCE | D22/54486 |
| ORIGINAL RELEASE DATE | 14 October 2022 |
| REVISION NUMBER AND DATE | Revision 1, 26 September 2022 |
| CLOSING TIME AND DATE | 3pm (ACST) on Friday, 4 November 2022 |
| CONTACT OFFICER | Asad Nizamani |
| CONTACT OFFICER TITLE | Projects Engineer |
| METHOD OF ENQUIRES | Enquiries through Vendor Panel |
| SUBMISSION METHOD | Submissions through Vendor Panel |
| COMPANY | Broken Hill City Council |
| COUNCIL PHONE NUMBER | 08 8080 3300 |

1. INTRODUCTION

1.1 The Quotation Scope

This is an open invitation to quote for **Q22/58 - Request for Quotation – Broken Hill Art Gallery Workshop & Toilet Design Works**. Respondents will be required to demonstrate in their Quotation that they have the necessary resources, skills, experience, financial capacity, insurances, licenses, and accreditations etc to fulfil the quotation requirements.

The Respondent warrants and represents that it will, prior to submission of quotation, obtain any further information and documentation relevant to the services, contingencies and other circumstances influencing its Quotation.

1.2 Quotation Briefing/Site Inspection

Attendance to a site meeting is not mandatory.

If required, a site visit can be arranged with the Contact Officer through Vendor Panel prior to the closing date of this request.

All respondents must make themselves aware of all site conditions that may apply to this project.

No claims will be considered after contract award due to not understanding site conditions.

1.3 The Quotation Process

Please carefully read the Conditions for Quotation. It is the responsibility of the Respondent to complete the Quotation Offer Form and include Respondent Attachments.

The documentation issued for the purpose of this Request for Quotation includes:

- Specification Requirements
- Conditions of Quotation
- Conditions of Agreement
- Statement of Business Ethics
- Quotation Offer Form
- Statutory Declaration – Annexure 1
- Conflict of Interest – Annexure 2

2. SPECIFICATION

2.1 Introduction

This request is to engage a suitably qualified and experienced **Design Consultant** for design works to upgrade the current Workshop Structure at the Broken Hill Regional Art Gallery to be a more welcoming space for disability and practicality with the inclusion of a new accessible toilet.

Council's Art Gallery serves as a focal centre for art collections and excellence in Far West NSW, catering for surrounding outback communities. The facility also runs workshops as well as community events that are an important part of the community of Broken Hill and other surrounding regional outback communities.



Broken Hill Regional Gallery require a suitable and experienced company to scope, report on and provide architectural designs to re-develop and provide options for the inclusion of a toilet (with disability access) to the Workshop and education space located in the carpark of the Broken Hill Regional Art Gallery and include accessible entry to Argent Street -re-orienting the space with a public facing window - and include the proper ventilation required for using acrylic materials (paints etc) with openable windows.

2.2 Scope of Work

2.2.1 Scope

The works shall include:

1. Report on areas that do not meet code, are insufficient for building use, and recommendations to improve the educational facility.
2. Consultation with key stakeholders who use the building
3. Scaled architectural plans for the adjusted Workshop and new accessible toilet facility to include:
 - a. Accessible toilet
 - b. Re-orientation of the workshop to provide outdoor/indoor space with frontage facing argent street
 - c. New compliant ventilation for use of toxic art materials
 - d. Provide shaded area for school group privacy and safety
4. Allowance for a site visit and regular project meetings with Council's project delivery team. The regular project meetings may be through Microsoft Teams or similar.

Council will then use the plans for obtaining grant funding from state and / or federal government sources with eventual construction stage(s).

2.2.2 Workshop Meetings with Council Staff

Respondents are required to include one (1) workshop meeting with Council staff to determine the final scope of inclusions and requirements by Council staff.

2.2.3 Site Photographs

Enclosed with this request are Site Photos - BHRAG Workshop Structure. This is only intended as a visual guide to assist respondents to see a general overview of the Workshop Structure.

2.2.4 Project Specific Objectives

The objectives of the request are to appoint a Design Consultant with relevant qualifications and experience to undertake the works in the scope of works section of this request. The Design Consultant must have previous experience with projects of this size and complexity to ensure that all relevant compliance requirements related to the correct procedures pertaining to building regulations related to this project are achieved.

2.3 Specific Requirements of the Quotation

2.3.1 Deliverables

Refer to Scope of Work in Section 2.2

2.3.2 Considerations when addressing the quotation

- Note that all documentation attached with this request will be used as contract of works
- Australian Standard AS 4122-2010 General conditions of contract for consultants will also form part of the contract documentation for the Design Services under this request for quotation. This document is available from Standards Australia. However, Council also reserves the right to use or not to use AS 4122.

2.3.3 Inclusions

- All requirements and conformance to all clauses in this request for quotation
- Annexure 1 – Statutory Declaration attached with this request must be completed by the respondent to comply with this request. This document is attached with this request.
- Annexure 2 – Conflict of Interest attached with this request must be completed by the respondent to comply with this request. This document is attached with this request.

2.3.4 Insurance Details

At a minimum, the following insurances are required under this request:

- Professional Indemnity Insurance: minimum of \$5 million
- Public Liability Insurance: minimum of \$20 million
- Workers Compensation Insurance: as required under the law of the state of NSW

Current Certificates of Currency must be provided for each of the above insurances with the quotation response.

2.3.5 Company Profile

Respondents must supply the following information:

- Brief history of your organisation
- Details of your corporate structure
- Key personnel: including the position, name, qualifications, and previous experience of each person(s) from its own organisation who will fill the key positions in relation to this Request for Quotation

2.3.6 Relevant Experience

Details of the Respondent's past performance, particularly over the past two years, in respect of works/services, similar to those for which this Request for Quotation, together with details of contact persons from the Principal or its consultant for such work. Written references and/or contact details of referees must be provided.

2.3.7 List of References

The respondent must provide current contact details of at least three (3) recent client references.

2.3.8 Quality Assurance

The Respondent shall complete this Schedule to demonstrate its understanding and acceptance of Quality Assurance systems and their implementation. The Respondent shall tick the appropriate box to indicate the extent of its quality system.

- Complete Third-Party Accredited Quality System in place
- Complete Second Party or Government Accredited Quality System in place
- Substantial progress in the development of a Quality System
- Policy Statement only
- Proposing to develop a Quality System
- No Quality System

Note: Respondents must provide copies of accreditation certificates and documentary proof of quality progress must also be provided. Respondents who submit false information will be automatically disqualified.

2.3.4 Exclusions

Development Application (DA) lodgement or assessment

2.4 Indicative Project Timeline

Respondents are required to address if they can achieve the below timeline works and provide any comments regarding its feasibility in terms of the respondent's capabilities.

| Item | Stage | Description | Start | Finish |
|------|----------|---------------------------------------|------------|------------|
| 1 | Planning | RFQ advertisement: Vendor Panel | 14/10/2022 | 4/11/2022 |
| 2 | Planning | Evaluation of prospective suppliers | 7/11/2022 | 17/11/2022 |
| 3 | Planning | Supplier Notifications | 18/11/2022 | 18/11/2022 |
| 4 | Delivery | Consultations and design works - 2022 | 21/11/2022 | 23/12/2022 |
| 5 | Delivery | Council break: 2022/2023 | 24/12/2022 | 6/01/2023 |
| 6 | Delivery | Design works - 2023 | 9/01/2023 | 10/02/2023 |
| 7 | Delivery | Costs & budgets* | 13/02/2022 | 15/03/2022 |
| 8 | Closing | Final Invoice approvals | 16/03/2022 | 30/03/2022 |
| 9 | Review | Project closure reviews | 3/04/2022 | 14/04/2022 |

*Required if a Quantity Surveyor is part of the works at a later stage.

3. DEFINITIONS OF QUOTATION

In this Request for Quotation, the following terms shall have the following meanings:

“Business Day” shall mean Monday to Friday excluding public holidays in New South Wales.

“Closing Date and Time” shall mean the deadline for the close of quotations.

“Conditions for Participation” shall mean the conditions for participation set out in the Request for Quotation.

“Contact Officer” shall mean the relevant contact person of the Request for Quotation.

“Council” shall mean Broken Hill City Council.

“Information” shall mean the information contained within or accompanying the Request for Quotation which is made available to the Respondent in accordance with the Quotation Process.

“Specification” shall mean the statement of requirements that the Principal requests the Respondent to provide if selected.

“Respondent” shall mean any person, firm, company or organisation providing a quotation to Broken Hill City Council.

“Quotation” shall mean a submission made to Council in response to and in accordance with the Request for Quotation.

“Quotation Process” shall mean the process for inviting, receiving and evaluation of a Quotation and determining and notifying the Respondents of the outcome of the process.

4 CONDITIONS OF QUOTATION

4.1 Lodging Your Quotation

Quotations must be submitted on the Quotation Offer Form and include Respondent Attachments.

4.2 Closing Date

Quotations shall be received up until **3pm (ACST) on Wednesday 3 November 2022.**

Lodgment must be made via the Vendorpanel Portal.

A successful lodgment automated acknowledgment response will be received by the Respondent from Council on the successful submission of the Quotation. Should this automated response not be received, then the Respondent must consider the lodgment of Quotation not received and will be required to resubmit the Quotation.

The judgement of Council as to the time a Quotation has been lodged will be final.

4.3 Validity Period

Quotations shall remain valid for acceptance within a minimum of ninety days from the Closing Date of Quotation.

4.4 Late Quotations

Council may reject any Quotation not received by the Closing Date and Time. Lodgment of Quotations by the Closing Date and Time is entirely the responsibility of the Respondent.

4.5 Acceptance of Quotations

For the purpose Request for Quotation, the Date of Acceptance of the successful Quotation shall be the date upon which Council notifies the successful Respondent in writing.

4.6 Clarification of the Request for Quotation

If the Respondent has any doubt as to the meaning of any part of the Request for Quotation or the scope of the Request for Quotation or the scope of the goods/services, then the Respondent should seek to clarify any point of doubt or difficulty with Council before submitting the Quotation. For this purpose contact should be made with the Contact Officer.

4.7 Response to Inquiries Made to Council

Council reserves the right to provide the answer to any query made to Council to all persons who have registered interest in the Request for Quotation without disclosing the source of the query.

4.8 Pricing

Unless otherwise specified, prices must:

- a) Be inclusive of Goods and Services Tax (GST) and any other taxes and duties, with the GST and other tax and duty components included;
- b) Unless otherwise indicated, must include, without limitation, delivery, site allowances, unloading, packing, marking all applicable levies and duties, taxes and charges. Any

charge not stated in the Quotation, as being additional will not be allowed as a charge for any transaction under any resultant Agreement;

- c) Be available for acceptance by the Principal for a period of 90 days from the closing date;
- d) Not vary according to the mode of payment; and
- e) Take into account the liability, indemnity and other relevant provisions regarding risk.

4.9 Delivery of Goods/Services

Delivery instructions are noted in the Specifications requirements in Section 2 and shall be confirmed at the time of an official Council order being placed with the successful Respondent.

4.10 Variation of Quotation

At any time prior to the Closing Date and Time, Council may accept a variation to a submitted Respondent Quotation, subject to the following:

- a) By providing Council with further information by way of explanation or clarification; or
- b)
- c) By correcting a mistake or anomaly.

Such a variation may be made either:

- a) At the request of Council; or
- b) With the consent of Council at the request of the Respondent, but only if, in the circumstances, it appears to Council reasonable to allow the Respondent to provide the information or correct the mistake or anomaly.

If a Quotation is varied in accordance with this clause, Council will notify in writing all other Respondents whose Quotations have the same or similar characteristics as the varied Quotation and provided them with the opportunity of varying their Quotation in a similar way.

Council will not consider a variation of a Quotation made under this clause if the variation would substantially alter the original Quotation.

4.11 Alternative Quotations

The Respondent is requested to submit one Quotation conforming to the requirements of the Request for Quotation. One or more alternative Quotations each marked "Alternative Quotation" may be submitted and shall be considered, provided each has a statement attached describing clearly any departure from the requirements of the Quotation specifications.

4.12 Withdrawal of Quotations

Respondents may withdraw their Quotation at any time after expiration of the 90 day validity period, provided the Respondent has not been notified in writing of the acceptance of the Quotation.

5. CONDITIONS OF AGREEMENT

5.1 Contents of Quotation

The Respondent must complete and sign the Quotation Offer Form and include all Respondent Attachments which form mandatory parts of the Request for Quotation.

All of the Request for Quotation shall be deemed to form part of the Agreement.

5.2 Changes to this Request for Quotation

Council reserves the right to revise or amend any of the Request for Quotation prior to the Closing Date and Time. Revisions and amendments, if any, will be issued to persons who have requested a copy of the Quotation using the requester's email address provided at the time of request.

5.3 Conditions for Participation

The Conditions for Participation are minimum standards that Council expects all Respondents to meet in order to participate in the Quotation process. Council reserves the right to exclude a Quotation that fails to meet the Conditions for Participation.

Council expects all Respondents and Contractors to Council to conduct their business with Council in an ethical manner and be aware that they may be subject to public scrutiny by such bodies as the Independent Commission Against Corruption.

Canvassing of Councillors and Council staff (other than Council's nominated contact staff member/s) at any stage up to and including the acceptance of Quotation may automatically disqualify the applicant.

Council shall provide all information that it considers necessary for the preparation of a Quotation. Verbal advice given by any Councillor or Officer of the Council shall not be considered in the preparation of a Quotation.

5.4 Invoicing and Payment

Council shall be granted a thirty-day account.

The Respondent/Contractor shall be responsible for providing the official Council purchase order reference number on each tax invoice.

Payment by Council is subject to:

- a) A valid tax invoice made out to **Broken Hill City Council**;
- b) Electronically delivered to Council via email address council@brokenhill.nsw.gov.au (prior to the due date for that payment).

Payment will be made electronically into your nominated bank account based on a thirty-day payment cycle.

5.5 No Joint Respondents

Council will not consider Quotations which are submitted by Joint Respondents.

Council will only accept Quotations from a consortium if the consortium agrees to enter into an agreement with Council under the name of a single entity, in which the entity must provide a single supplier.

5.6 Insurance

The successful Respondent must hold current insurance policies in accordance with the requirements of the Request for Quotation, including (without limitation) public liability insurance and workers compensation insurance.

5.7 Council's Right of Rejection

Council is not obliged to accept the lowest or any Quotation and reserves the right to accept any Quotation either in whole or in part or parts.

The decision of Council in relation to a Quotation will be final and not subject to challenge, dispute, explanation, or further correspondence.

5.8 Termination of Agreement by Council

Council reserves the right to terminate whole or part of the Agreement should:

- a) The supplied goods/services prove to be unacceptable quality. Determination of acceptability will be at the sole discretion of Council.
- b) The supplier fail to adhere to relevant Council policies and plans or obey reasonable directions from Broken Hill City Council.
- c) The supplier fail to deliver goods according to specifications in the Request for Quotation.

The Respondents only entitlement to payment shall be:

- a) The amount of the costs covering goods/services received up to the date of termination notice less any previous payments; and
- b) The Respondent shall lodge a claim with Council for full and final payment.

If the Respondent becomes bankrupt, insolvent or enters into a scheme or arrangement with its creditors, Council may terminate this Agreement by written termination notice addressed to the Respondent.

5.9 Termination by the Respondent

If the Respondent becomes insolvent or enters into a scheme of arrangement with its creditors, the Respondent should forthwith terminate this Agreement by written notice addressed to Council.

The Respondent may terminate the Agreement by written termination notice addressed to the General Manager, should Council:

- a) Fail to pay the Respondent in accordance with the Agreement; or
- b) Commits a substantial breach of the Agreement.

QUOTATION OFFER FORM

1. The Principal has invited Request for Quotation for **Q22/58 - Request for Quotation – Broken Hill Art Gallery Workshop & Toilet Design Works.**
2. The Respondent wishes to submit a Quotation on and subject to this Request for Quotation.
3. This Quotation Offer Form is intended to take effect as a part of the Agreement.

Quotation

The Respondent hereby submits its Quotation on and subject to the Request for Quotation, including the Conditions of Quotation and Conditions of Agreement. The Respondent submits with this Quotation Offer Form the following completed attachments to support its Quotation:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

The goods/services are to be provided for the Lump Sum of:

\$ _____ INCL GST.

Formation of Agreement

The Respondent agrees that, upon service by the Principal of a Notice of Acceptance, an Agreement shall be formed between the parties on and subject to:

1. This Quotation Offer Form;
2. The Specification set out in Section 2 of the Request for Quotation;
3. The Conditions of Quotation set out in Section 4 of the Request for Quotation;
4. The Conditions of Agreement set out in Section 5 of the Request for Quotation; and
5. The Respondent Attachments provided to support this Request for Quotation.

PRIVACY NOTIFICATION

- By completing and submitting this Quotation Offer Form and attaching any related information or documentation, the Respondent will be providing the Principal with "personal information" within the meaning of the *Privacy and Personal Information Protection Act 1998*.
- The purpose of the Principal collecting the personal information is to assist the Principal; to identify, access and evaluate the Quotation and to notify the Respondent of any matters required under Part 7 of the *Local Government (General) Regulation 2005*.
- If the personal information requested in this Quotation Offer Form and the Attachments is not provided, the Principal may be unable to identify, consider or evaluate the Quotation.
- If you are the successful Respondent, some of the personal information provided, such as your name and successful tender price, may be disclosed to unsuccessful Respondents.
- The personal information may also be included in business papers for Council meetings. Unless the relevant part of the meeting is closed to the public, Council is required to make business papers available for inspection by the public.

- The Principal may make any personal information provided available for public inspection in accordance with the *Local Government Act 1993* or the *Government Information (Public Access) Act 2009*.
- The Respondent may apply for access or amendment to personal information held by the Principal. The Respondent may also make a request that the Principal suppress your personal information from being made publicly available. The Principal will consider any such application in accordance with the relevant legislation.

Date: _____

Between (Principal): Broken Hill City Council
240 Blende Street
BROKEN HILL NSW 2880

AND

Name of person, firm or company providing quotation (Respondent): (USE BLOCK LETTERS)

of Address: _____

Telephone: _____

Email: _____

If the Respondent is a company, the full names of all Directors must be stated here:

Name of Respondent (Entity): _____

Trading Name (Business Name): _____

Business Type (Sole Trader/Partnership/Registered Company, etc):

Business Address: _____

Mailing Address (if different from above): _____

Australian Business Number (ABN): _____

Australian Company Number (ACN): _____

Registration or Licence Number: _____

Contact Person: _____

Contact Person Telephone Number: _____

Contact Person Email Address: _____

COMPLIANCE REQUIREMENTS

Respondents must provide evidence of the following compliance requirements and complete the schedule below:

| Respondents Compliance Selection Criteria | YES | NO | Attached |
|--|------------|-----------|-----------------|
| Ability to meet critical time requirements | | | |
| WH&S management including verified documentation of safety performance | | | |
| Equal Employment Opportunity Policy | | | |
| Quality Management System ISO 9001 compliance | | | |
| Environmental Management Policy | | | |
| Compliance with any other statutory requirements | | | |
| Statement outlining financial capability | | | |
| Compliance with required insurances | | | |
| Qualitative Selection Criteria | | | |
| Management and technical staff resources | | | |
| Capability and methodology | | | |
| Relevant project experience | | | |
| References | | | |
| Checklist | | | |
| Quotation Offer Form | | | |
| Respondents Attachments | | | |

Bank Details

Bank/Branch:

Account Name:

BSB No:

Account No:

Office Use Only

Receiving Officer – Position:

Signature:

Date:

Date Maintenance Processed:

Maintenance Processed By:

Creditor Number:

NAR Number: