



**REQUEST FOR
QUOTATION – BROKEN
HILL AIRPORT FIRE
PUMPS & ASSOCIATED
EQUIPMENT**

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	D23/25931
ORIGINAL RELEASE DATE	Wednesday, 24 May 2023
REVISION NUMBER AND DATE	Revision 1, 16 May 2023
CLOSING TIME AND DATE	3pm (ACST) on Wednesday, 14 June 2023
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 **Request for Quotation – Broken Hill Airport Fire Pumps & Associated Equipment**. 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, but **highly recommended**.

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, measurements, or constraints.

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 **Fire Services Contractor** to carry out project finalisation works to complete the Broken Hill Airport Fire Pumps and Associated Equipment Project. This project was commissioned by Council to upgrade the Airport's fire management abilities that were old and outdated.

The Broken Hill Airport is a major asset operated by Broken Hill City Council to service the Far West administrative region of New South Wales. In addition to the airport's role as a regular passenger services hub for the region, it also serves as a regional operations centre for the Royal Flying Doctor Service (RFDS).



2.2 Scope of Work

2.2.1 Scope

The attached Design Compliance Report - BH Airport Fire Equipment Upgrade - 18.5.2023 REV A forms the scope of works under this Request for Quotation.

2.2.2 Project Specific Objectives

The objective of this request is to appoint an accredited Fire Services contractor with relevant qualifications and experience to undertake the works in the scope of works section of this request. The Fire Services Contractor 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. The Fire Services Contractor will be required to work with Council and the project's designer as required or requested by Council.

2.2.3 Item 12 Maintenance as per Design Notes

Respondents are to provide a **separate cost** for this item as part of their request response.

2.2.4 Drawings, Hydraulic Calculations, and Installation Manuals

Council may undertake a design compliance audit related to the scope of works under this request. All works under this request to be done as per the design documentation, noting that previous works may not have been done as such. Hydraulic calculations for the fire hydrant pump set are not required under this request. Respondents to provide a **separate cost** for Item 12 of the request relating to as-built drawings by a draftsman. Only installation manuals relating to this request will be required.

2.2.5 Warranties

The contractor under this request will be required to provide a material and labour warranty for works they have performed specific to this request only.

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

2.3.3 Inclusions

- All requirements and conformances 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 \$10 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.

2.3.9 Exclusions

- Any new shed
- Any new pump(s)
- New pipework (in red on site)
- Relocation of fire booster system
- Upgrade(s) to tank capacities
- PVC Liner to any of the tanks is also excluded

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	24/05/2023	14/06/2023
2	Planning	Evaluation of prospective suppliers	14/06/2023	5/07/2023
3	Planning	Supplier Notifications	5/07/2023	6/07/2023

4	Delivery	Lead time - supplier	6/07/2023	27/07/2023
5	Delivery	Site works – supplier	27/07/2023	8/09/2023
6	Delivery	Checks	11/09/2023	25/09/2023
7	Closing	Final Invoice approvals	26/09/2023	12/10/2023

Please note that this timeline is indicative.

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 14 June 2023**.

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. Lodgement 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) 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 **Request for Quotation – Broken Hill Airport Fire Pumps & Associated Equipment**.
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: