

SHIRE OF KULIN



REQUEST FOR TENDER

Request for Tender (RFT)	Bitumen / Aggregate (Full Contract Services)
Deadline:	4:00pm – Thursday 8 th August 2024
Address for Delivery:	CHIEF EXECUTIVE OFFICER ALAN LEESON SHIRE OF KULIN 38 JOHNSTON STREET KULIN WA 6365
RFT Number:	01 – 24/25

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

To supply and apply class 170 hot bitumen over 2 jobs (Fence Road North 56,000 m2 approx. SLK 0.00 – 7.00) and (Kulin Holt Rock Road 73,000 m2 approx. SLK 49.50- 58.60) @ 2.1 litres / per m2. Supply of all required 14mm and 7mm aggregate, pre coating including loader and fluid, spreading of 14 and 7mm aggregate, rolling, sweeping before and after application as required, including all labour and traffic control. (FULL SERVICE).

To supply and apply of S45R bitumen (Crumbed Rubber) over 1 job (Kulin Holt Rock Road 49,000 m2 approx. SLK 11.00 – 18.00), using a spray rate of 1.2 litres per m2 including, supply of all required 10mm aggregate, pre coating including loader and fluid, spreading of 7mm aggregate, rolling, sweeping before and after application as required, including all labour and traffic control, (FULL SERVICE).

Tendered price to include mobilisation and demobilisation for all jobs.

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Specification and/or plans/drawings (read and keep this part);
- (c) Part 3 – Tenderer's Offer (complete and return this part);
- (d) Part 4 – Appendix A – Special Conditions of Contract (read and keep this part); and
- (e) Part 5 – Appendix B – Regional Price Preference Policy

1.3 DEFINITIONS

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

Attachments:	The documents you attach as part of your Tender;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The deadline for lodgement of your Tender;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Shire of Kulin
Request:	This document;
Requirements:	The supply spray and cover of bitumen products. Full service-requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Special Conditions:	The additional contractual terms;
Specification:	The statement of Requirements that the Principal requests you to provide if selected;
Tender:	Completed Offer form, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.4 HOW TO PREPARE YOUR TENDER

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

1.5 CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Contractual Enquiries		Specification Enquiries	
Name:	Alan Leeson	Name:	Mr Judd Hobson
Telephone:	(08) 9880 1204	Telephone:	0427 801 241
Email:	tenders@kulin.wa.gov.au	Email:	works@kulin.wa.gov.au

1.6 PRE-QUALIFICATION REQUIREMENTS

Not applicable

1.7 TENDER BRIEFING/SITE INSPECTION

There is no mandatory briefing, however we encourage intending tenderers make themselves aware of the specifications by contacting Mr Judd Hobson on 0427 801 241

1.8 EVALUATION PROCESS

This is a Request for Tender (RFT 01-24/25).

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

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

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant criteria are considered.
- (c) The most suitable Tenderers may be short listed. Referees may also be contacted prior to the selection of the successful Tenderer.

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

1.9 SELECTION CRITERIA

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

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

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

1.9.1 COMPLIANCE CRITERIA

These criteria are detailed within Part 3 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.9.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 3 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

NOTE: It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.9.3 PRICE CONSIDERATIONS

CLAUSE B: NON-WEIGHTED COST CRITERIA

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

- (a) the qualitative ranking of each Tenderer; and
- (b) the pricing submitted by each Tenderer.

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

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

1.10 PRICE BASIS

FIXED PRICES

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

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

1.11 THE PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION

The following policies may affect this selection:

Shire of Kulin – Occupational Health & Safety Policy. (Attached) Should be read and understood, signed and returned.

3.3 Regional Price Preference Policy (attached)

1.12 CONDITIONS OF TENDERING

1.12.1 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is 4.00pm, Thursday 8th August 2024.

The Tender is to be:

- (a) placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- (b) delivered by hand and placed in the Tender Box at 38 Johnston Street, Kulin (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Shire of Kulin, PO Box 125, Kulin. WA 6365.

Electronic mail Tenders **will be accepted**. Facsimile Tenders **will not be accepted**.

Tenderers must ensure that they have provided a signed copy of their Tender to tenders@kulin.wa.gov.au

1.12.2 REJECTION OF TENDERS

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

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

1.12.3 LATE TENDERS

Tenders received:

- (a) after the Deadline; or
- (b) in a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.12.4 ACCEPTANCE OF TENDERS

The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.12.5 DISCLOSURE OF CONTRACT INFORMATION

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

All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

1.12.6 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.12.7 GENERAL CONDITIONS OF CONTRACT

Tenders will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Supply of Goods.

1.12.8 PRECEDENCE OF DOCUMENTS

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

1.12.9 TENDERERS TO INFORM THEMSELVES

Tenderers will be deemed to have:

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

1.12.10 ALTERATIONS

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

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

1.12.11 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.12.12 CANVASSING OF OFFICIALS

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

1.12.13 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.12.14 TENDER OPENING

Tenders will be opened in the Principal's offices, at 4.30pm **on Thursday 8th August 2024**.

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening.

No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

2 SPECIFICATION

2.1 INTRODUCTION

The quantities required will be at various locations throughout the shire. *To be advised upon awarding of tender.*

2.2 BACKGROUND INFORMATION

The volume of bitumen sprayed was estimated by detailed examination of the road program.

Tenderers should discuss any queries with Mr Judd Hobson.

2.3 SCOPE OF WORK

1. Spray approx. 56,000m² of new two coat seal 14 / 7mm aggregate with C170 @ 2.1 litres per m² on Fence Road North SLK 0.00-7.00 approx. 25kms west of the Kulin townsite.
 - a. Anticipated Completion March 2025
2. Spray approx. 73,000m² of new two coat seal 14 / 7mm aggregate with C170 @ 2.1litres per m² on Kulin Holt Rock Rd SLK 49.50-58.60 approx. 70km east of the Kulin townsite.
 - a. Anticipated Completion October 2024
3. Spray approx. 49,000m² of new single coat re-seal 10mm aggregate with S45R (Crumb Rubber) @ 1.2 litres per m² on Kulin Holt Rock Rd SLK 11.00-18.00 approx. 25kms east of the Kulin townsite.
 - a. Anticipated Completion December 2024

Tendered prices to include mobilisation and demobilisation for all jobs.

2.4 SPECIFIC REQUIREMENTS OF THE CONTRACT

The contract will be managed by Mr Judd Hobson and any difficulties in maintaining any aspect of this tender must be discussed with him.

3 TENDERER'S OFFER

3.1 OFFER FORM

The Chief Executive Officer
Shire of Kulin,
38 Johnston Street, Kulin WA 6365

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT 01 – 2024-2025

1. Spray approx. 56,000m² of new two coat seal 14 / 7mm aggregate with C170 @ 2.1 litres per m² on Fence Road North SLK 0.00-7.00 approx. 25kms west of the Kulin townsite.
 - a. Anticipated Completion March 2025
2. Spray approx. 73,000m² of new two coat seal 14 / 7mm aggregate with C170 @ 2.1litres per m² on Kulin Holt Rock Rd SLK 49.50-58.60 approx. 70km east of the Kulin townsite.
 - a. Anticipated Completion October 2024
3. Spray approx. 49,000m² of new single coat re-seal 10mm aggregate with S45R (Crumb Rubber) @ 1.2 litres per m² on Kulin Holt Rock Rd SLK 11.00-18.00 approx. 25kms east of the Kulin townsite.
 - a. Anticipated Completion December 2024

Shire to provide a water truck for damping down before the first coat of bitumen.

Tendered prices to include mobilisation and demobilisation for all jobs.

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

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

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

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

Dated this _____ day of _____ 20 _____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

3.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information, please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Tender submission).

3.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure" .	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts" .	"ASC Company Extracts"	Tick if attached <input type="checkbox"/>

3.2.2 REFEREES

Attach details of your referees, and label it "Referees" . You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
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3.2.3 AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it "Agents" .	"Agents"	Tick if attached <input type="checkbox"/>

3.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "Trusts" : (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

3.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	"Subcontractors"	Tick if attached <input type="checkbox"/>

3.2.6 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “Conflicts of Interest”.	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>

3.2.7 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No

3.2.8 QUALITY ASSURANCE

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position, in an attachment labelled “Quality Assurance”.	“Quality Assurance”	Tick if attached <input type="checkbox"/>

3.2.9 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage”. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.				“Insurance Coverage”	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date	
Public Liability					
Workers Compensation					

3.3 SELECTION CRITERIA

3.3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria		
(a)	Compliance with the Specification contained in the Request.	Yes / No
(b)	Compliance with the Conditions of Tendering this Request.	Yes / No
(c)	Compliance with the Quality Assurance requirement for this Request.	Yes / No
(d)	Compliance with the Delivery Date.	Yes / No
(e)	Compliance with and completion of the Price Schedule.	Yes / No

3.3.2 QUALITATIVE CRITERIA

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

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

A) Demonstrated ability to display conformance with the technical specification		
	Demonstrated Ability	Tick if attached <input type="checkbox"/>
B) Demonstrated Safety Management <ul style="list-style-type: none"> • The provision of a Safety Policy/ Management plan • The confirmation to attend a Council Occupational Safety and Health Induction 		
	Demonstrated Safety Management"	Tick if attached <input type="checkbox"/>
C) Quality Assurance Preference will be given to tenders demonstrating the achievement of, or progress towards, Quality Assurance Specification		
	Quality Assurance	Tick if attached <input type="checkbox"/>

D) Delivery Response Times Ability to provide the services at the specified/requested times in addition to any existing or future contracts obligated to. Tenderer to supply any previous written contract delivery performance references to other clients		
	Delivery Response Times	Tick if attached <input type="checkbox"/>
E) References Supplied references from other organizations the tenderer has or has been contracted to which attest to competent standards of performance		
	References	Tick if attached <input type="checkbox"/>
F) Insurances Evidence of certificates of currency for public liability, product liability, workers compensation and motor vehicle insurances.		
	Insurance	Tick if attached <input type="checkbox"/>

3.4 PRICE INFORMATION

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

Pricing Schedule

Item No	Description	Quantity	Unit	Rate \$ (ex GST)	Total (ex GST)
No 1	Fence Road North (SLK 0.00 - 7.00) - two coat seal				
	1st Coat 14mm aggregate seal with C170	56,000	m2	\$	\$
	2nd Coat 7mm aggregate seal with C170	56,000	m2	\$	\$
No 2	Kulin Holt Rock Road (SLK 49.50 - 58.60) - two coat seal				
	1st Coat 14mm aggregate seal with C170	73,000	m2	\$	\$
	2nd Coat 7mm aggregate seal with C170	73,000	m2	\$	\$
No 3	Kulin Holt Rock Road (SLK 11.00 - 18.00) - single coat seal				
	Single coast reseal with 10mm aggregate with SR45 (Crumbed Rubber)	49,000	m2	\$	\$
TOTAL PRICE					\$

4 APPENDIX A – SPECIAL CONDITIONS OF CONTRACT

4.1 PERIOD OF CONTRACT AND TERMINATION

PERIOD CONTRACT

The Contract will be in force for the period from the time the contract is awarded to 30th June 2025. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4.2 INSURANCES

The Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the General Conditions of Contract in the following sums:

- (a) Public liability insurance in the sum of at least \$10,000,000 (Ten Million Dollars) in respect of any one occurrence and for an unlimited number of claims.
- (b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).

4.3 CONTRACTOR UNABLE TO MEET OBLIGATIONS

In circumstances not caused by wilful delay where the Contractor is unable to complete the services in the time required, Council reserves the right to use additional Contractors to carry out the necessary service in the time required at the expense of the Contractor.

4.4 LICENSING AND INSURANCE OF PLANT

The Contractor shall ensure that all plant and equipment, including all motor vehicles, shall be legally licensed for their purpose and used in accordance with the relevant statutes.

The Contractor shall maintain a valid insurance cover on all its plant and equipment against all risks of physical damage, loss or damage arising out of or occurring in the course of the execution of the Services.

4.5 PAYMENT

Unless otherwise provided in the Contract and subject to these Conditions, the Contractor shall be entitled at intervals of not less than one month, to receive payment for the value of the work completed as determined by the Superintendent. No certificate of the Superintendent shall be deemed to signify approval or acceptance of any completed work.

Unless otherwise provided in the Contract, and in accordance with the preceding paragraph, payment of the amount certified by the Superintendent as being due to the Contractor shall be made within 30 days of receipt of the Contractor's Invoice or claim.

Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or void the Contract.

The Contractor shall not be entitled to any interest or charge for extending credit or allowing time of the payment of the Contract price unless otherwise provided in the Contract.

4.6 SUB-CONTRACTING

The Contractor shall not at any time sub-contract any of the work under this Contract without the written consent of the Council having been first obtained. Such consent will not be unreasonably withheld.

4.7 CONTRACTOR'S EMPLOYEES

The Contractor shall take reasonable steps to ensure that all persons employed by the Contractor to perform the services under this Contract are able to perform their duties efficiently.

4.8 RECORD KEEPING

The Contractor shall complete spray sheets showing the road name, litres sprayed, bitumen temperature and area of cover and will make these available to the principal before any payment will be made.

ATTACHMENT – REGIONAL PRICE PREFERENCE

A10 - SHIRE OF KULIN - REGIONAL PRICE PREFERENCE POLICY

PREAMBLE: To provide for a price preference framework for the purchase of goods and services from local Shire of Kulin suppliers.

OBJECTIVE: The policy aims to deliver a higher than average take-up of local supply, by detailing the extent of consideration the local suppliers will receive as opposed to non-local supply.

In terms of definition; local versus non-local can be determined from the originating source of the goods or service, as opposed to the Shire of Kulin based supplier of such goods and service.

PRACTICE:

General Purchasing (other than Tenders)

When officers seek quotations or purchase goods or services, quotes must be obtained from businesses (if in existence) that could provide the goods or services required that are located within the Shire of Kulin.

Tenders – Regional Price Preference

That a Regional Price Preference will be provided to businesses operating within the boundary of the Shire of Kulin for all goods and services in accordance with Regulation 24D of the Local Government (Function and General) Regulations 1996.

- Up to 10%-where the contract is for goods and services, up to a maximum reduction of \$50,000 on total cost.
- Up to 5%-where the contract is for construction (building) services, up to a maximum price reduction of \$50,000, or
- Up to 10% where the contract is for goods or services (including construction services), up to a maximum price reduction of \$500,000 if the Local Government is seeking tenders for the first time, due to goods or services previously being undertaken by the Shire of Kulin.

A copy of this policy must be supplied with each tender document.

The Regional Price Preference Policy will apply to all tenders unless otherwise resolved by Council and information that outlines the power of the Council to make that decision is to be included in the Tender advertising and specifications. (i.e. the lowest or any Tender not necessarily accepted)

Other

When the provision of goods or services is not being sought by tender the following preference will be provided to local suppliers whose business is based within the Shire of Kulin and the product quality is comparable.

5% for any purchase up to \$3,000

2% for any purchase between \$3,001 and \$49,999

HEAD OF POWER: Local Government Act 1995, Regulation 24D of the Local Government (Function and General) Regulations 1996.