

CITY OF LAUNCESTON

**REQUEST FOR QUOTATION
PACKAGE**

**PROFESSIONAL SERVICES
ALBERT HALL – CONSERVATION
MANAGEMENT PLAN**

CONTRACT NO. CD002/2021

JANUARY 2021

SECTION A

GENERAL CONDITIONS

PROFESSIONAL SERVICES ALBERT HALL – CONSERVATION MANAGEMENT PLAN

CONTRACT NO. CD002/2021

JANUARY 2021

TABLE OF CONTENTS - SECTION A

1	DEFINITIONS	4
2	GENERAL	5
2.1	RFQ PACKAGE	5
2.2	TYPE OF CONTRACT	5
2.3	SCOPE OF WORK TO BE PERFORMED	5
2.4	CONTRACTOR TO BE INFORMED	5
2.5	INDUSTRIAL AWARDS AND COMMERCIAL AGREEMENTS	5
2.6	ENQUIRIES	6
2.7	SIGNING RFQ DOCUMENTS	6
2.8	CONTRACTOR NOT TO SOLICIT THE COUNCIL AND ITS ADVISORS	6
3	RFQ PREPARATION AND LODGEMENT	6
3.1	CONFORMING RFQ	6
3.2	NON-CONFORMING RFQ	6
3.3	ALTERNATIVE RFQ	7
3.4	RFQ LODGEMENT	7
3.5	LATE DOCUMENTATION	7
3.6	OWNERSHIP OF RFQ AND RFQ INFORMATION	7
3.7	ACKNOWLEDGEMENT BY CONTRACTOR	7
4	ACCEPTANCE OF RFQ	8
4.1	VALIDITY PERIOD	8
5	CONTRACT	8
6	PROBITY OF RFQ PROCESS	8
7	USE OF CONTRACTORS	8
8	DISPUTE RESOLUTION	9
9	RFQ RETURN SCHEDULES AND EVALUATION INFORMATION	9
9.1	TIMING OF THE RFQ PROCESS	9
10	CONFIDENTIALITY	9
10.1	CONTROL OF CONFIDENTIAL INFORMATION	9
10.2	INFORMATION PROVIDED BY COUNCIL	10
10.3	INFORMATION PROVIDED BY CONTRACTORS	10
10.4	INTELLECTUAL PROPERTY RIGHTS	10
11	EVALUATION CRITERIA	10
11.1	EVALUATION PANEL	11
11.2	PRICING AND EVALUATION METHOD	11

1 DEFINITIONS

In Section A, Section B and Section C:

"**Boot**" means Best Overall Outcome Test

"**City of Launceston**" means the City of Launceston, trading as the Launceston City Council.

"**Contractor**" means the party proposing to lodge the RFQ Package.

"**Conforming**" means a RFQ submission that complies with all the instructions and directions enclosed within the RFQ Documents.

"**Council**" means the Launceston City Council, trading as City of Launceston.

"**FWA**" means Fair Work Australia

"**Non-Conforming RFQ**" means a RFQ submission that does not conform to the requirements as outlined within the document and may not be considered for evaluation.

"**RFQ**" Means Request for Quotation

"**RFQ Evaluation Panel**" means the panel appointed to evaluate the RFQ Package.

"**RFQ Package**" means this entire document inclusive of Sections A through D.

"**WHS Incident**" means a death, serious injury, illness, dangerous incident, or near miss that arises out of the conduct of the Services whether or not it is reportable to the relevant workplace health and safety regulator.

"**Workplace Health and Safety Management System**", means a system for the management of workplace health and safety that complies with relevant Laws and Policies and any special conditions or documents attached.

Unless the contrary intention appears, words in this Section A that are capitalised otherwise have the meaning given to them by Section D Clause 1.

2 GENERAL

This Request For Quotation, (RFQ) is issued in accordance with the clauses and provisions within Council's Procurement Policy, Purchasing guidelines and Councils Code of Conduct.

2.1 RFQ Package

The RFQ Package has the following in the order of precedence:

- a) Section A General Conditions;
- b) Section B Specification;
- c) Section C RFQ Return Schedules; and
- d) Section D Contract Document.

2.2 Type of Contract

This will be a one-off contract, signed with the successful supplier.

2.3 Scope of Work to be Performed

The services to be provided are described in Section B, Specifications. Contractors are required to supply all plant, equipment, materials and consumables required to undertake works as specified. All materials and equipment supplied and engaged by the contractor, must be approved, licensed, registered, electrically tagged, certified, in good working condition, of legal possession and appropriate for purpose, respective to each equipment item and its use of.

The RFQ shall be for the whole of the services unless otherwise stated in the Section D of the RFQ Package.

2.4 Contractor to be Informed

Contractors shall, prior to submitting their RFQ Package, become acquainted with the nature and extent of the Contract and the Services to be undertaken, and make all necessary examinations, investigations, inspections, and deductions. No claims arising from a failure to take any such actions will be considered and the City of Launceston does not accept any responsibility if a Contractor fails to make its own enquiries, interpretations, deductions, and conclusions when preparing its RFQ.

Contractors are required to familiarise themselves with all legislative and regulatory requirements relating to the Services and the elements necessary to perform the Services, which may include Working with Vulnerable people registration.

Contractors must form their own assessment of the amount of Services, materials, plant and all other items necessary to perform the true intent of the proposed Contract, and of the conditions, difficulties and hazards that are associated with the performance of the Contract.

2.5 Industrial Awards and Commercial Agreements

All Contractors are required to comply with the provisions of all applicable legislation, industrial awards, and approved industrial agreements that apply to their operations and the type of work being supplied. The City of Launceston expects that all employees and creditors engaged by the supplier receive all entitlements due to them as required by the applicable legislation/ industrial instruments and commercial agreements.

2.6 Enquiries

Any enquiries regarding the services specified in the RFQ Package should be directed to the nominated contact person(s) as listed in Section D 3.2 of this document.

No statement made by the nominated contact person(s) should be construed as modifying these General Conditions or any other RFQ Package, unless confirmed in writing by the nominated contact person(s) and attached to Section D Appendix 2.

2.7 Signing RFQ Documents

The Contractor shall sign the RFQ Return Schedules in Section C, or if the Contractor is a corporation, execute the RFQ in a manner binding the corporation.

The Contractor may attach to the Return Schedules in Section C any additional documentation that it wishes to submit in support of its RFQ.

Any RFQ shall be an irrevocable offer by the Contractor to perform the contracted Services subject to the terms and conditions set out in these General Conditions.

2.8 Contractor Not to Solicit the Council and its Advisors

The Supplier and its representatives, or any other parties must not interfere or attempt to interview or to discuss this Tender with Councillor's or employees of the Council, other than the nominated Contact Person(s). Lobbying from any parties in any form (including any social media platforms) from Suppliers, Councillors, or employees can result in the submission being excluded from consideration. The City of Launceston reserves the right to reject any offer submitted which contravenes this Clause.

3 RFQ PREPARATION AND LODGEMENT

3.1 Conforming RFQ

A Conforming RFQ means an RFQ which:

- a) Is in the form required by this RFQ Package
- b) Has completed and executed all the RFQ Return Schedules relevant to the offer, and in the manner required; and
- c) Complies with the lodgement requirements
- d) Adheres closely to the project detail and required specifications

3.2 Non-Conforming RFQ

A Non-Conforming RFQ is one that does not conform to the above, section 3.1.

Acknowledgement by the principal that it has received an RFQ does not imply that the RFQ has been accepted as Conforming.

Where a Non-Conforming RFQ is submitted, the following shall apply:

- a) The City of Launceston is not required to, but may at its sole discretion consider a Non-Conforming RFQ.
- b) Contractors that knowingly submit a Non-Conforming RFQ shall provide full details of any variance from the specifications of the RFQ Package.
- c) Non-Conforming RFQ if considered will be assessed in accordance with the evaluation criteria specified in Section A Clause 10.

3.3 Alternative RFQ

An alternative RFQ is one which

- a) Complies with the intent, objectives and the above conditions for a conforming RFQ, but does not comply with the detailed scope of work specifications as requested
- b) An Alternative RFQ proposal may be submitted if it is clearly identified as an "Alternative RFQ" in the relevant section, and in each of the areas where it fails to comply with the specified requirements.
- c) An RFQ submitted which meets the Principal's requirements in an alternative and practical manner, taking into account the totality of the requirements, must include supplementary technical information, together with associated prices, which demonstrates that the alternative offer is suitable and will fully achieve all the specified requirements to the sole satisfaction of the principal.
- d) The council will deem any RFQ submitted with attached conditions, or qualifications, as an alternative since it represents a variation from the issuing document standards and terms.
- e) The principal reserves the right in its absolute discretion to either consider Alternative RFQ's on their merits, or not to consider them further.
- f) It is not a requirement to submit a conforming RFQ with an alternative offer.

3.4 RFQ Lodgement

RFQ Packages must be submitted by email to submissions@launceston.tas.gov.au . All RFQ Packages should be marked: "CD002/2021 – "Albert Hall Conservation Management Plan" and must be lodged by: 2:00pm local time 3rd February 2021.

3.5 Late Documentation

RFQ Packages received after the closing date and time will not be considered by the City of Launceston.

3.6 Ownership of RFQ and RFQ Information

RFQ Packages lodged by the Contractors shall become the property of the City of Launceston.

3.7 Acknowledgement by Contractor

The Contractor acknowledges that:

- a) The City of Launceston makes no representations and offers no undertakings in issuing this RFQ.
- b) The City of Launceston is not bound to accept the lowest nor any particular RFQ.
- c) With notice given, the City of Launceston may suspend, vary, postpone, terminate or abandon the RFQ process at any time.
- d) The City of Launceston may invite one or more Contractors to supply further information and/or attend a conference or interview and/or make a presentation, and in doing so is in no way an indication of being the successful bidder.
- e) The City of Launceston reserves the right to negotiate further with any Contractors making a submission.
- f) The RFQ Evaluation Panel and the City of Launceston may undertake 'due diligence' checks, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks.

- g) The City of Launceston will not be responsible for any costs or expenses incurred by a Contractor arising in any way from the preparation and submission of RFQ Packages.
- h) The City of Launceston accepts no responsibility for a Contractor misunderstanding or failing to respond correctly to this RFQ.

4 ACCEPTANCE OF RFQ

The successful Contractor will be notified in writing of the acceptance of its RFQ. Unsuccessful Contractor will also be informed of the outcome of the RFQ process.

4.1 Validity Period

Submission prices or rates shall remain valid for a period of 90 days from the date of closing of the RFQ.

5 CONTRACT

The successful Contractor will be invited to enter into a Contract with the City of Launceston, in accord with the City of Launceston procurement policies and procedures. It is proposed that the contract terms attached in Section D will form the general terms of a future agreement, which will also include the requirements as outlined throughout the RFQ Package. Although the City of Launceston may propose further changes, a future agreement will also incorporate the specifications and related documents which form part of the contract.

6 PROBITY OF RFQ PROCESS

A "Statement of Conformity" document is included in the RFQ Return Schedules which addresses compliance with the General Conditions. This document must be made and returned as part of the RFQ. Contractors must ensure that, when preparing and submitting a RFQ that they adhere to principles of ethical behaviour and fair dealing.

Contractors must avoid situations where the RFQ process is wrongfully influenced by other external interests, such as a relationship or affiliation they may have with a City of Launceston officer. Should any Contractor consider that the RFQ process has failed to show fairness in consideration as a Contractor, or that the process has been prejudiced in any way affecting the RFQ or the evaluation, the Contractor must notify in writing the alleged failure to the nominated contracts representative or the City of Launceston management.

Such notification must outline the issues in dispute, the impact upon the Contractor's interests, any relevant background information and the outcome desired for review.

7 USE OF CONTRACTORS

Where a Contractor proposes to provide any part of the Services using resources from organisations other than the Contractor itself, substantial information relating to the contractual arrangements for such resources must be detailed in the RFQ, together with information on the relevant experience of such other organisation. Failure to provide such information may result in the returned submission being excluded from further consideration. Contractors will be required to ensure that any subcontractors engaged;

- a) satisfy the terms and conditions of the issued RFQ Package, and adhere to all relevant conditions as outlined to the principal contractor.
- b) have stringent safety standards and procedures in place and observe them.

- c) conduct their business operations in a legal, and ethical manner, including paying their respective employees/subcontractors and creditors correctly as per industry award standards and/or agreements.
 - (i) In such cases where it is found that the main or sub-contractor is not paying it's creditors entitlements as above, upon providing notice to that effect, the City of Launceston reserves the right to pay the affected supplier directly an amount owed. The amount paid will then be deducted from either the next contractor`s payment claim or from the security deposit held.
- d) display conduct to members of the public in a similar manner to the City of Launceston Code of Conduct.

8 DISPUTE RESOLUTION

- a) Should any submitting RFQ contractor consider that the RFQ process has failed to fairly consider an RFQ submission, the Contractor must immediately and in writing notify the alleged failure to the Contact Person
- b) Within 10 Business Days the Contact Person will contact the Tenderer to discuss the issue raised in the notice
- c) If the Contact Person does not respond within the prescribed time, or the Contractor is dissatisfied with their discussion with the Contact Person, the Contractor may contact the relevant General Manager.

9 RFQ RETURN SCHEDULES AND EVALUATION INFORMATION

Contractors are required to complete the RFQ Return Schedules and submit these as part of their RFQ for evaluation. Contractors may submit additional information in support of their RFQ. The City of Launceston reserves the right to clarify with any Contractor the contents of any information.

9.1 Timing of the RFQ Process

Advertising and Releasing the RFQ	Wednesday 20th January 2021
Closing of RFQ and Opening of submissions	Wednesday 3 rd February 2021. 2.00pm
Review of submissions and recommendation.	Wednesday 3 rd February - 5 th February 2021
Award of Contract	8th February 2021. (Indicative Only)

Any changes to the above timetable will be communicated in writing to those who have received the document, and if any changes are to be made after the closing date and time, then communication will only be sent to those suppliers who have made a submission.

10 CONFIDENTIALITY

10.1 Control of Confidential Information

Subject to this clause 10, the City of Launceston and Contractors must maintain effective systems to protect Confidential Information.

Neither may:

- a) Use Confidential Information for any purpose other than the performance of that person's obligations under the Contract or in the assessment of a RFQ.

- b) Disclose (and must ensure that its employees do not disclose) Confidential Information to any third party, except in accordance with the procedure set out in this Clause.
- c) Allow its employee's access to Confidential Information without ensuring that those employees are aware of and comply with these systems for the protection of Confidential Information.
- d) The City of Launceston or a Contractor may disclose Confidential Information to a third party only where that entity has obtained the prior written approval of the other party to such disclosure. This approval must not be unreasonably withheld if the other party has procured a confidentiality undertaking in the same terms as this clause in respect of the information from such third party.

10.2 Information Provided by Council

Information provided in this Request for Quotation or imparted to any Contractor as part of the RFQ process is confidential and shall not be used by the Contractor for any other purpose, or distributed to, or shared with any other person or organisation. If the Contractor does not accept this condition then it must return the RFQ Package within two (2) days to the nominated contact person.

10.3 Information Provided by Contractors

The City of Launceston reserves the right to disclose any or all information provided by Contractors where disclosure is:

- a) Required or compelled by any order of a Court.
- b) Required or compelled by any law.
- c) Required or compelled by notice validly issued by any Authority.
- d) Necessary for the conduct of any legal proceedings.
- e) Necessary for the provision of advice by the Council's legal advisers, accountants or other consultants.
- f) Necessary for the evaluation of this RFQ.

10.4 Intellectual Property Rights

By submitting this RFQ, the contractor is deemed to have granted the Principal a right to reproduce the RFQ in whole or in part and to authorise any other act or omission in relation to the RFQ for the purposes of exercising its rights, or in carrying out its functions and obligations under these conditions of the RFQ

The Contractor indemnifies the Principal against all costs (including legal costs), expenses, losses (including specified loss) or damages incurred or suffered by the Principal in connection with a claim by a third party alleging a breach of Intellectual Property Rights

11 EVALUATION CRITERIA

All submissions will be evaluated against the following criteria:

Evaluation Criteria	Weighting
Non-Price	
<i>Relevant Experience (Schedule 8)</i>	40%
<i>Project Team & Capabilities (Schedule 5)</i>	20%
<i>Ability to meet Project Milestones (Schedule 10)</i>	20%
Price	20%

TOTAL	100%
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11.1 Evaluation Panel

An evaluation panel comprising of a minimum of 3 Council officers or appointed Council representatives will assess all conforming submissions. The evaluation will take place as determined by the evaluation panel and their respective interpretation of the submissions will be final and absolute.

11.2 Pricing and Evaluation Method

The quoted sum (Price) is scored by a mathematical calculation, and the (Non Price Criteria) is scored numerically and weighted accordingly.

SECTION B

SPECIFICATIONS

PROFESSIONAL SERVICES ALBERT HALL – CONSERVATION MANAGEMENT PLAN

CONTRACT NO. CD002/2021

JANUARY 2021

TABLE OF CONTENTS - SECTION B

1. INTRODUCTION 14

2. SCOPE 14

3. PROJECT TIMEFRAMES..... 16

4. KEY STAGES OF WORK..... 16

1. INTRODUCTION

The Albert Hall was a purpose-built facility to hold the Tasmanian Industrial Exhibition commencing in November 1891 for a total cost of almost £12,000. The hall was designed by John Duncan for a fee of £25 and construction commenced in 1889 with the Mayor Samuel Sutton laying the foundation stone on the 2nd April 1890. Approximately a quarter of a million visitors passed through the building during the exhibition of 1891-92. The building is understood to be the only surviving infrastructure of that particular exhibition and, worldwide it is a rare surviving 'Great Hall' of the 19th Century international exhibition movement. It is now used as a flexible space for events such as:

- Exhibitions;
- Formal Dinners;
- Comedy & Musical Performances;
- Orchestra Performances;
- Dance Performances;
- Speech Nights;
- University Graduations;
- School Formals, Speech's & Shows;
- Citizenship Ceremonies; and
- Church Services.

At present, the Albert Hall is used at approximately 30% of it's current capacity (based on number of days hired per year) and remains closed and inaccessible for the time which it is not hired.

The Federal Government has provided significant funding for upgrading the Albert Hall and its facilities which will be completed via the "Albert Hall Renewal Project". The overarching brief for this project as outlined in the funding deed is:

"To establish a cultural destination for the communities of Northern Tasmania and to increase tourism to the region"

The project will consist of three stages of work. Further details can be found in the Recommended Works Report, located in 'Appendix A'. City of Launceston are currently running a tender for the engagement of the design team for stage 3 works.

This brief is for the preparation of a Conservation Management Plan that will inform the planning of upcoming works to the Hall. The works are intended to ensure that the Albert Hall can be developed to enhance its future useability and appeal whilst maintaining the historic cultural heritage significance of the place.

2. SCOPE

Stage 1

The scope of work for this RFQ is to develop a new Conservation Management Plan for the Albert Hall. The Conservation Management Plan should:

- (i) Research and present in a report the available documentary, oral and physical evidence that informs an understanding of the place's historic cultural heritage significance;
- (ii) Analyse the above evidence in order to present the historic cultural heritage significance of Albert Hall in relation to the criteria under section 16 of the *Historic Cultural Heritage Act 1995* (i.e., heritage values at the State level) and also,

- separately, the heritage criteria in the applicable planning scheme (i.e., heritage values at the Local level);
- (iii) Present the historic cultural heritage significance of Albert Hall in a succinct statement that can fit on one page of the report;
 - (iv) Investigate relevant constraints and opportunities that will have a bearing on how the Albert Hall is sustainably used and developed into the future. Factors of primary importance will be heritage conservation and economic viability. In considering 'opportunities', recent feasibility studies leading up to this commission should be examined; and,
 - (v) Present a series of policies for the place's sustainable and appropriate conservation and development; with each policy introduced by explanatory text that references the previously identified constraints and opportunities and, where needed, text regarding the appropriate implementation of the policy.

A draft of the first part of the Conservation Management Plan, inclusive of the statement of significance, is to be provided to key stakeholders for review. Relevant feedback from stakeholders must be taken into account in finalising the draft document. Key stakeholders are:

- Heritage Tasmania (Registration Manager – Annita Waghorn)
- City of Launceston's Placemaking Team (Heritage Advisor – Fiona Ranson)
- City of Launceston's Heritage Advisory Committee (Chair – Hugh McKenzie)
- Launceston Historical Society (President – Marion Sargent)

A complete draft of the Conservation Management Plan, which incorporates changes made in response to feedback, is to be delivered for viewing by the client (who may consult with relevant stakeholders) and feedback from the client is to be taken into account in finalising the document. The Conservation Management Plan is to be produced in digital format (i.e., PDF), and must be professionally and attractively presented. Any images included in the document are to be quality reproductions of available archival material.

Where not otherwise expressly stated in this brief, the Conservation Management Plan should be carried out in accordance with the Guidelines and principles of:

- J.S Kerr's **The Conservation Plan**; and
(<https://australia.icomos.org/wp-content/uploads/The-Conservation-Plan-7th-Edition-reduced-file-size.pdf>)
- Australia ICOMOS **The Burra Charter**.
<https://australia.icomos.org/publications/burra-charter-practice-notes/>

The following documents are attached in the appendix of this RFQ to provide further context to the overall project:

Appendix A: 'Recommended Works Report'

Appendix B: 'Albert Hall Stage 3 Architectural Brief'

Stage 2

In addition to the above scope, the successful Contractor will be appointed as an advisor to the design team engaged for the Stage 3 scope of works in the Albert Hall Renewal Project as a 'Heritage Consultant'. This role will involve acting as an advisor to the design team to ensure the final design conforms with the policies of the new Conservation Management Plan and that works meet the 'appropriate outcomes' described in the Tasmanian Heritage Council's *Works Guidelines* (i.e., smoothing the path to gaining heritage approval).

Please provide hourly rates for all team members to be involved in the project. These will be used to assess pricing for Stage 2 scope of works. A final fee for this portion of works will be negotiated once design commences and the scope becomes more defined.

3. PROJECT TIMEFRAMES

The below is a high-level indication of the Albert Hall Renewal Project Timeline:

- Heritage Consultant engaged – February 2021
- Architect & Design Team engaged – March 2021
- Development Application Submitted – July 2021
- Construction Tender - December 2021
- Construction Completion – November 2022

4. KEY STAGES OF WORK

Below are the expected timeframes for the scopes of work outlined in this RFQ.

Stage 1	<p><i>Develop Conservation Management Plan (CMP)</i></p> <p><i>Fixed Fee</i></p> <p><i>8th Feb 2021 to 3rd May 2021</i></p> <p><i>Draft first part of the CMP (to statement of significance) be delivered by 11th March 2021 (50% of fee may be invoiced)</i></p> <p><i>Complete draft CMP delivered 1st April 2021 (90% of fee may be invoiced)</i></p> <p><i>Final CMP delivered 3rd May 2021 (100% fee may be invoiced)</i></p>
Stage 2	<p><i>Heritage Consultant to the Albert Hall Renewal Project Design Team</i></p> <p><i>Hourly Rate</i></p> <p><i>8th Feb 2021 to November 2021</i></p>

SECTION C

RETURN SCHEDULES

PROFESSIONAL SERVICES ALBERT HALL – CONSERVATION MANAGEMENT PLAN

CONTRACT NO. CD002/2021

JANUARY 2021

TABLE OF CONTENTS - SECTION C

SCHEDULE 1 - CONTRACTOR'S FORMAL OFFER 19

SCHEDULE 2 - STATEMENT OF CONFORMITY 21

SCHEDULE 3 - SCHEDULE OF RATES AND FEES. 22

SCHEDULE 4 - INSURANCES. 23

SCHEDULE 5 - PROJECT TEAM & CAPABILITIES..... 23

SCHEDULE 6 - REFEREES 24

SCHEDULE 7 - EXPERIENCE..... 24

SCHEDULE 8 - SUBCONTRACTORS 25

SCHEDULE 9 - PROJECT SCHEDULE & METHODOLOGY..... 25

SCHEDULE 10 - WORKPLACE HEALTH AND SAFETY 26

SCHEDULE 11 - INDUSTRIAL RELATIONS..... 26

SCHEDULE 1 - CONTRACTOR'S FORMAL OFFER

Contract No:	
Project:	
Contractors:	

Registered Office Address:	Business Address:
Telephone:	
Email:	

Legal Status			
All Contractors are required to complete the following table:			
Legal Structure	Name	Australian Company No (ACN)	Australian Business No (ABN)
Company			
Trust*			
Individual			
Partnership			

*include details of both trust and trustee

The Contractor named above, hereby provides an offer to provide Goods, Works and/or Services in accordance with:

- a) The RFQ Package ;
- b) Any attachments; addenda or schedules submitted with the RFQ documents

The Contractor also acknowledges that if it is the successful Contractor, this will be confirmed in a letter of acceptance which will invite the Contractor to enter in to a formal contract with the City of Launceston.

The documents listed above will form part of the contract between the parties, although the City of Launceston reserves the right to negotiate further terms and conditions.

The Contractor warrants and represents that:

- a) It has fully acquainted itself with all of the documents referred to in the RFQ Package and all matters relating there to;
- b) Agrees to be bound by the General Conditions in Section A;
- c) All of the information provided in the RFQ Package is true and correct;
- d) It has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all of the risks and contingencies which may affect its quoted price;
- e) It has allowed for all such risks and contingencies in its price.

The Contractor confirms that they offer to provide the Goods, Works and/or Services described in the RFQ Package in accordance with the RFQ Package, and will do so legally in accord with all required State and federal government legislation.

Executed by Authorised Officer of contractor who has delegated authority to enter into a contract:

Signature:

Name and
title:

Date:

Signature of Witness:

Name of
Witness:

*

Date:

Suppliers contact person for this RFQ

Name:

Position:

Address:

Telephone:

Email:

SCHEDULE 2 - STATEMENT OF CONFORMITY

The Contractor is to signify whether or not its RFQ submission conforms in all respects to the requirements and conditions of this RFQ, as set out in this document by indicating below.

Does the RFQ conform?	Yes_____No_____
-----------------------	-----------------

If the RFQ does not conform to all the requirements of the RFQ Documents, the Contractor must list below all areas of non-conformity and the reasons therefore, and must value each area of non-conformity so that, in the event such non-conformity is deemed unacceptable, the comparative RFQ price can be adjusted accordingly. If any non-conformity is not priced and/or is determined to be unacceptable, the RFQ may not be further considered

Area of Non-Conformity and Reason	Value of Non-Conformity (\$)

SCHEDULE 3 - SCHEDULE OF RATES AND FEES.

Please submit rates excluding GST.

Fixed Price (Conservation Management Plan)	
Hourly Rates (All team members to be appointed as advisors to the design team for remainder of the project)	

SCHEDULE 6 - REFEREES

Please provide here details of relevant or previous experience of the company and major sub-contractors.

Project Type	
Clients Name	
Clients Contact Person	
Clients Address	
Client's Phone Number	
Year Completed	
Project Type	
Clients Name	
Clients Contact Person	
Clients Address	
Clients Phone No	
Year Completed	

SCHEDULE 7 - EXPERIENCE

Please provide a description of your experience that closely relates to this project.

SCHEDULE 10 - WORKPLACE HEALTH AND SAFETY

By signing the RFQ Return Schedule, Section C Schedule 1, the Contractor guarantees that all work under this agreement shall be executed in compliance with Workplace Health and Safety legislation, and the City of Launceston workplace health and safety requirements set out in Section D Appendix 1.

SCHEDULE 11 - INDUSTRIAL RELATIONS

The City of Launceston shall seek to use Contractors who can demonstrate a commitment to maintaining sound industrial relations principles and practices.

	Subject	Yes	No
1	Are employees paid under an industrial instrument? (if yes, which industrial instrument)		
2	Does the organisation have a workplace/industrial relations policy and procedure as part of its overall management system? (if yes give details)		
3	Does the organisation have workplace contracts or other arrangements to be used in the performance of this contract? (if yes, give details)		
4	Does the organisation have contingency plans for maintaining the continuity of the contract in the event of industrial disruption or industrial action?		
5	Does the organisation have procedures for assessing subcontractor's compliance with workplace/industrial relations and employment obligations? (if yes, give details)		
6	Does the organisation have effective measures to co-ordinate relationships between subcontractors, other contractors and unions or employee representatives? (if yes, give details)		
7	Have you had a workplace or industrial dispute that has resulted in lost time in the last 12 months? (if yes, give details)		
8	Do you have a current workplace or industrial dispute that may affect this contract? (if yes, give details)		
9	Is the Company legally able to conduct business within Australia?		

SECTION D

CONDITIONS OF CONTRACT

**PROFESSIONAL SERVICES
ALBERT HALL – CONSERVATION
MANAGEMENT PLAN**

CONTRACT NO. CD002/2021

JANUARY 2021

TABLE OF CONTENTS - SECTION D

1. PART ONE: REFERENCE SCHEDULE	29
2 PART TWO: CITY OF LAUNCESTON SERVICE AGREEMENT STANDARD TERMS....	29
2.1 DEFINITIONS.....	29
2.2 GENERAL CONDITIONS.....	30
2.3 PROVISION OF SERVICES.....	31
2.4 PRICING	31
2.5 TERMS OF PAYMENT.....	31
2.6 PAYMENT SCHEDULE	32
2.7 VARIATIONS	32
2.8 CONTRACTOR'S WARRANTIES.....	32
2.9 ASSIGNMENT	32
2.10 WORKPLACE HEALTH AND SAFETY REQUIREMENTS	32
2.11 LIABILITY	33
2.12 INSURANCE.....	33
2.13 IP RIGHTS AND PRODUCT WARRANTIES	34
2.14 DEFAULT	34
2.15 DISPUTE RESOLUTION	34
2.16 CONFIDENTIALITY	35
3 SPECIAL CONDITIONS.....	35
3.1 CONTRACT	35
3.2 OPERATIONAL CONTACTS.....	35
4 DEED OF EXECUTION.....	36
5 APPENDIX 1	37
6 APPENDIX 2.....	38

THIS AGREEMENT is made BETWEEN

1. PART ONE: REFERENCE SCHEDULE

THE PARTIES AND THEIR ADDRESS FOR NOTICES:	
ITEM 1 - CITY OF LAUNCESTON (City of Launceston)	
Address for notices:	PO Box 396 Launceston TAS 7250 Kellie.graham@launceston.tas.gov.au
ABN	A.B.N. 73 149 070 625
Contact Person Name and/or Title:	Kellie Graham Senior Procurement and Contracts Officer
Telephone:	6323 3557
Email:	Kellie.graham@launceston.tas.gov.au
ITEM 2 - CONTRACTOR DETAILS	
See Section C Schedule 1 of RFQ	
ITEM 3 - SERVICES DETAILS	
See Section B and C of the RFQ	
WHEN THE CONTRACT STARTS AND FINISHES	
ITEM 4 - DATE OF COMMENCEMENT	February 2021 (indicative only)
ITEM 5 - DATE OF COMPLETION OR TERM	November 2021 (To be Confirmed)
PAYMENT	
ITEM 6 – CONTRACT SUM	The amounts in Section C Schedule 3 of the RFQ.
ITEM 7 –PAYMENT TERMS	Refer to Section D Clause 2.5
ITEM 8 - RATE REVIEW DATE AND METHODOLOGY	If unstated Clause 3(b) and (c) of the Contract applies.
RISK AND INSURANCE	
ITEM 11 – INSURANCE REQUIREMENTS	See Section C Schedule 4 of the RFQ
ITEM 12 – LIABILITY CAP AMOUNT	N/A
ITEM 13 - RELEVANT COUNCIL POLICIES	The contractor will adhere to the advised policies and core values of the City of Launceston as listed.

2 PART TWO: CITY OF LAUNCESTON SERVICE AGREEMENT STANDARD TERMS

2.1 Definitions

In this Section D:

"City of Launceston" means the Launceston City Council (trading as the "City of Launceston")

"Contract" means this agreement and includes the following parts, which will take precedence in the following order:

- (a) Special Conditions;
- (b) Part One - Reference Schedule;
- (c) Appendix 1 - Amendments to the RFQ;
- (d) Appendix 2 - The RFQ
- (e) Part Two - City of Launceston Standard Contract Terms and any other schedules and attachments.

"Contractor" means the party who submitted the RFQ

"Contract Sum" means the amount shown in Item 6 of the Reference Schedule.

"Defect Liability Period" means the defect liability period stated in the Contract, or where no period is stated, a period of 6 years from finalisation of the Services.

"GST" means the tax provided for under A New Tax System (Goods and Services Tax) Act 1999.

"Insurance Requirements" mean the minimum insurances described at Item 11 of the Reference Schedule

"IP" means the intellectual property rights attached to data, documents, trade secrets, trademarks, designs, patents and other such rights.

"Laws and Policies" means any statute, regulation, ordinance, permit, Australian Standard, licensing requirement, or other lawful requirement imposed by any competent authority. It also includes any notified City of Launceston internal policy.

"Payment Method" means the process described in Item 7 of the Reference Schedule.

"Services" means the goods and services ordered by the City of Launceston from the Contractor as described in the RFQ.

"RFQ" means the documents attached or described at Appendix 2 and 3.

"WHS Incident" means a death, serious injury, illness, dangerous incident, or near miss that arises out of the conduct of the Services whether or not it is reportable to the relevant workplace health and safety regulator.

"Workplace Health and Safety Management System", means a system for the management of workplace health and safety that complies with relevant Laws and Policies and the documents attached at Appendix 1.

2.2 General Conditions

- (a) Unless agreed otherwise in writing, the Contract is a record of the entire agreement between the parties.
- (b) A reference to '\$' or an amount of money shall be a reference to that amount in Australian dollars.
- (c) Any notice or other communication to be given by a party to another party under this Contract must:
 - (i) be in writing; and
 - (ii) be left at or sent by post to the address set out in this Contract; or
 - (iii) be sent by email; and
 - (iv) is deemed to be served:
 - (1) on the day of delivery; or

- (2) after 3 days (if sent within Australia) or 7 days (if sent outside Australia) after the date of posting; or
- (3) on the date recorded as the transmission date if sent by email during business hours; or the next business day if otherwise.
- (d) The Contractor shall comply with any of the City of Launceston's reasonable instructions including supplying necessary documents, obeying signs, conducting site inductions and safety assessments, reporting WHS Incidents, and cooperating with the City of Launceston safety or fraud investigations.
- (e) Nothing in this agreement shall be construed as creating a relationship in the nature of employment, partnership or joint venture.
- (f) If any clause or part of a clause is rendered void or voidable or unenforceable, then that clause or part of the clause shall be severed from the balance of this Contract without affecting the validity of the remaining provisions.
- (g) This Contract is subject to the laws of Tasmania.
- (h) Any variations to the agreed contract must be in writing and signed by duly authorised representatives of both parties.

2.3 Provision of Services

The Contractor agrees to provide the Services for and within any time limit specified in the Contract.

2.4 Pricing

All costs included within this Contract are fixed and variations to pricing are not permitted unless mutually agreed in writing.

2.5 Terms of Payment

In consideration for the Contractor providing the Services and the Deliverables in accordance with this Contract, the City of Launceston agrees to pay the Contract Sum in accordance with these Terms of Payment. To the maximum extent permissible by law, the standard terms of payment of the Contractor's invoice, claim or progress certificate (as applicable) will be 30 days from the:

- a) the date of receipt of a fully compliant invoice or claim from the Contractor, which must include a reference to the specific City of Launceston purchase Order and/or contract number; and
- b) the acceptance of the work or services by the City of Launceston as being delivered in accordance with this Contract.
- c) If the Contractor engaged fails to honour this contract by failing to pay their contractors on this project, the due and owed amount, then the City of Launceston reserves the right to pay the sub-contractor an amount owed directly, then deduct the payment made from the Contractors payment or deduct the payment from the security deposit held.
- d) All costs included in this contract are fixed and variations to pricing are not permitted.
- e) No separate claims are to be made for travel, accommodation expenses, meals or similar incidentals.
- f) Payment may be made by:
 - (i) transfer of funds into the Contractor's nominated bank account, or

- (ii) where the City of Launceston deems it to be appropriate in the circumstances, such as an overseas transaction, by a letter of credit, bank guarantee, or any other recognised form of payment for a transaction of that kind.
- g) Without prejudice to any other remedy, the City of Launceston may reduce any payments by the amount of the Contractor liability to the City of Launceston for any costs, charges, damages or expenses arising under this Contract.
- h) The Contractor must be registered for GST
- i) Unless stated otherwise, all prices stated in the Contract are exclusive of GST

2.6 Payment Schedule

Claims for payment can be presented in accord with the following payment hold points.

- a) all claims are to be presented to the project superintendent / manager for approval before invoicing.
- b) claims can be presented to the superintendent/manager on a monthly basis for work undertaken and completed for the previous month.

2.7 Variations

Any variations to the agreed contract must be in writing and signed as accepted by duly authorised person/s.

2.8 Contractor's Warranties.

- (a) The Contractor warrants that the Services will:
 - (i) be provided to a standard that is in accordance with this Contract;
 - (ii) represent good industry practice when compared to services of a similar kind.
 - (iii) employ properly maintained and managed plant and equipment that is suitable for the Services.
 - (iii) at all times be performed by personnel that are,
 - (a) suitably skilled, qualified, licensed, supervised and equipped, to the extent needed to fulfil the requirement and remedy any breach.

2.9 Assignment

This Contract is not to be assigned, or the Services subcontracted, without the written approval of the City of Launceston.

2.10 Workplace Health And Safety Requirements

In addition to the Workplace Health and Safety requirements as outlined in Section B, the Contractor must be able to demonstrate;

- a) Contractors Safety Policy
 - (i) The Contractor will provide a Contractor's Safety Policy document, which must include,
 - (ii) The duties of any person holding a responsibility under workplace health and safety legislation or standards.
 - (iii) Safety procedures
 - (iv) Safe Work Method Statements
 - (v) Risk Assessment Policy

- (vi) Summary of any past breaches of workplace legislation that resulted in official warnings, fines or prosecution.

(b) Induction

Where contractor is in control and management of a worksite they are to take adequate steps to familiarise themselves with the site and undertake any City of Launceston induction and site orientation exercise that might be required.

(c) Site Safety

Worksite safety documentation including, safety procedures, permits for work, but not limited to, Safe Works Methods Statements and similar legislative requirements are to be completed and maintained in accordance with all the relevant acts and Australian codes of practice.

All reasonable precautions such as suitable site supervision and management arrangements, suitability and compliance of plant and equipment, signage, barriers and the like are to be provided to safeguard the public and employees.

(d) Notification of an Incident and Audits

- (i) The Contractor shall manage and report any workplace incidents in accordance with the Contractors Workplace health and Safety Management System. In addition, the contractor is required to promptly notify the City of Launceston of any incidents.
- (ii) The Contractor will fully participate in a WHS Incident investigation, or a City of Launceston safety audit.

2.11 Liability

To the maximum extent permissible by law,

- (a) the liability of the City of Launceston, in addition to any other remedy that the City of Launceston may have against the Contractor, the Contractor must indemnify and keep indemnified the City of Launceston from and against any cost, liability, loss or damage of any kind arising directly or indirectly from any loss or damage arising out of, or in connection with, any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind whatsoever caused or contributed to by the Services;
- (b) The Contractor's liability will be reduced proportionally by the extent that a negligent act or omission of the City of Launceston, its employees or agents has contributed to the loss, damage, expense, injury, illness, death or other liability.
- (c) in any event the liability of the City of Launceston is capped at the amount shown in Item 12.

2.12 Insurance

- (a) Unless otherwise agreed in writing, the Contractor must effect and maintain the insurances in accordance with the Insurance Requirements, from the commencement of the Contract until the expiry of the Contract or any Defect Liability Period.

- (b) When required to do so, the Contractor must provide the City of Launceston with a copy of any insurance documentation
- (c) The Contractor must notify the City of Launceston immediately of any expiry of, or change to, any of the Contractor's insurance policies.
- (d) If the Contractor does not effect and adequately prove their compliance with the Insurance Requirements, in addition to any other remedy which the City of Launceston may have, City of Launceston may effect insurance policies that meet the Insurance Requirements at the cost of the Contractor.

2.13 IP Rights and Product Warranties

- (a) Where IP is created under this Contract, or the City of Launceston provides the Contractor with access to City of Launceston IP, all such rights to this IP become or remain the property of the City of Launceston.
- (b) The Contractor must do anything reasonably necessary to preserve and secure the City of Launceston's right, title and interest in the IP;
- (c) Where the Contractor obtains from a third party a warranty in relation to any of the Deliverables, the Contractor must ensure that the City of Launceston benefits from that warranty held by the Contractor or its subcontractors.

2.14 Default

- (a) If the Contractor breaches the Contract, then City of Launceston may give the Contractor a written notice setting out the nature of the breach ("Notice of Breach"). The Contractor shall have 7 days after the date of the Notice of the Breach to rectify the breach.
- (b) It is a fundamental breach of this Contract by the Contractor, giving the City of Launceston the right to terminate the Contract if, the breach has arisen from,
 - (i) a serious WHS Incident that is most likely to have been caused by the Contractor's negligence;
 - (ii) failure to prepare or manage an adequate Workplace Health and Safety Management System;
 - (iii) failure to fully participate in a WHS incident investigation, or a City of Launceston audit;
 - (iv) conduct that is illegal;
 - (v) likely financial mismanagement or fraud;
 - (vi) failure to remedy a breach within 7 days of a Notice of Breach.
 - (vii) consistently failing to meet the service specifications as outlined in Section B.

2.15 Dispute Resolution

- (a) If any dispute arises in relation to this Contract ("Dispute"), then either party may give the other party a written notice setting out the nature of the dispute ("Notice of Dispute").
- (b) Each party's representative(s) must meet within 14 days after the date of receipt of the Notice of the Dispute to seek to resolve the dispute in good faith.
- (c) Where the Dispute is not resolved within 14 days of it being referred for resolution, the Dispute may be referred for arbitration or mediation with the agreement of both parties.

- (d) The parties are not to commence litigation while a Dispute is being dealt with in accordance with this clause.

2.16 Confidentiality

The Contractor must keep confidential any information obtained during the performance of this Contract except for disclosure that is:

- (a) essential for the performance of the Contract obligations;
- (b) with the written approval of the City of Launceston;
- (c) required by law; or
- (d) to a professional adviser in the ordinary course of business, if the adviser agrees to comply with the obligations of this clause.

3 SPECIAL CONDITIONS

3.1 Contract

The Contract is amended or added to, by the following documents in the order or precedence set out below:

- a) These Special Conditions;
- b) the Contract
- c) City of Launceston Standard Terms and Conditions of Purchase.

3.2 Operational Contacts

City of Launceston Contacts	Suppliers Contact
David Rodman Commercial Project Delivery david@cpdelivery.com.au	
Erica McCarthy City of Launceston Erica.McCarthy@launceston.tas.gov.au Phone 6323 3000	

4 DEED OF EXECUTION

Note: Not to be completed until the Contractor is notified that they have been successful and are invited to contract, see Conditions of RFQ Section A, Clause 5.

Executed as an AGREEMENT is made this day of 2021

Signed by an authorised representative of)

CITY of LAUNCESTON)

)

Name:

Position:

SIGNED by the Contractor)

or their authorised representative)

)

Name:

Position:

5 APPENDIX 1

Amendments to the RFQ Documents

6 APPENDIX 2

Unless stated otherwise, the Contract incorporates any documents submitted by way of RFQ to the City of Launceston by the Contractor for the Services that are attached to the front of this contract document and marked as "Section A", "Section B" and "Section C", including all annexures and appendices.