



Community Living
& Respite Services

Opening Doors Project - Barry Street

Project Management

Request for Quotation

Closes: 5pm on Wednesday 4 November 2020

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Introduction

Community Living & Respite Services (CLRS) is seeking the services of a suitably qualified and experienced principal consultant to provide project management services to guide the design and construct of specialist disability accommodation in Echuca Moama.

Background

CLRS currently provides [Specialist Disability Accommodation](#) (SDA) in the Echuca/Moama region. CLRS has 13 registered SDA properties in this area. These properties consist of 6 single dwelling units and 7 houses.

CLRS purchased a block of land at 32 Barry Street Echuca in 2019 on which to develop the next project. The land is approximately 1000m².

This [Opening Doors Project](#) will be the fourth project of this kind undertaken by CLRS. All previous projects have developed a house for at least 3 residents and 2 single dwelling units on one site. These projects have been developed at:

- Minor Street Echuca – completed June 2014
- Eyre Street Echuca – completed October 2017
- [Maiden St Moama](#) – completed January 2020

The most recent Opening Doors Project identified that there is high demand for single unit dwellings for SDA for people with disability. It is proposed to design and construct purpose built single units, with overnight support, on the site at 32 Barry Street Echuca.

Scope of Services

The Project Manager is required to work with the Opening Doors Project Working Group (Working Group) to ensure that subject matter experts are used throughout the project.

The Project Manager is to complete the following work:

General

- a) Co-ordinate and manage the activities of any sub-consultants, contractors, sub-contractors, and other agents required in progressing the project to completion.
- b) Ensure a suitable SDA Assessor is appointed who will ensure that at each stage of the Project, the SDA Design Standards for the determined category are met or exceeded.

Surveys

- a) Co-ordinate title or topographic surveys as required
- b) Co-ordinate soil & pavement investigations as required
- c) Proving of existing services (such as Telstra, water mains, sewer lines etc.)

Costing

- a) Provide accurate project cost estimates
- b) Develop programs of works
- c) Prepare estimates for CLRS budget purposes

Tender Process

- a) Prepare and compile all tender documents including technical specifications
- b) Liaise with the Working Group for any advertising of EOI's and tenders
- c) Follow CLRS's Tender Assessment and Evaluation process
- d) Coordinate and participate in Tender Evaluation panel
- e) Produce all required reports with a recommendation for the award of contract by CLRS Board of Management.

Project Management

- a) Provide "supervisory" services as "CLRS's Representative".
- b) Prepare and implement Project Planning and Coordination.
- c) Supervise the works undertaken by the contractors to control time, cost and quality requirements as specified in the contract documents.
- d) Review Occupational Health and Safety, Quality, Traffic and Environmental management plans submitted by contractors, and;
 - seek approvals from relevant CLRS staff and external agencies if applicable
 - monitor the currency and implementation of these plans over the course of the project
 - ensure all legislative and statutory requirements and CLRS policies are being abided by
- e) Present concepts and progress reports to the Working Group e.g. Prepare quarterly progress reports and other relevant reports
- f) Develop and implement contract administration/cost control processes
- g) Measure and certify works to date and recommend for payment
- h) Participate in contract negotiations with construction contractors, contract variations to be submitted to the Working Group for approval and sign off
- i) Inform any anticipated variations of works to the Working Group in advance and obtain approval before issuing any variation orders to contractors.
- j) Inspect, commission and verify the project at "handover" phase with the involvement of the Working Group nominated contact person for the project.
- k) Undertake preparation, checking and submission of "as-built" documentation in hard and soft copy format (AutoCAD or DXF, Word, Excel, Access) as directed by the Working Group
- l) Produce project closure documentation, including asset handover documentation to CLRS Property and Maintenance and finance teams for depreciation
- m) Develop contingency plans relating to change of cost and time

The Project will be considered complete when all defects identified at construction completion are rectified.

Upon completion of the Project the Project Manager is required to complete and submit a lessons learnt project report to the project working group detailing:

- the design, planning and construction work completed

- risks managed
- barriers to completion
- potential improvement to the project management process
- potential improvements to the design, planning, construction process

The Project Manager should address all items listed in this brief and include any additional work they envision necessary and/or beneficial.

Consultation and Reporting

An initial project meeting shall be held between the Consultant and CLRS's representative as soon as practicable following the award of the project. The Consultant shall advise of any information required from CLRS in adequate time prior to the meeting.

Working Group

A Working Group will be established and chaired by the CEO, to guide this consultancy. The Working Group may consist of:

- Chief Executive Officer
- Finance Manager
- Services Manager - Residential
- Property & Maintenance Coordinator
- Strategy & Practice Manager
- CLRS Board Member (at least 1)
- Person with disability (at least 1)

The role of the Working Group will be to:

- Provide relevant information and data to the Consultant, including contact information for other stakeholders as required.
- Assist with identification of appropriate stakeholders for consultation.
- Attend Working Group meetings and provide advice and comment on information and issues as they arise from the project.
- Act as the key contact point within their respective teams for all matters concerned with the project.

Day to day liaison and co-ordination is to be with Chief Executive Officer.

Project Management and Evaluation

Proposals must be submitted via email or post prior to Close of Business on 4th November 2020 marked **CONFIDENTIAL** to:

Name: Leah Taaffe

Position Title: Chief Executive Officer

Email: ceo@clrs.org.au

Information to be included in quotation submission

Respondents are required to include following in the submission of the quote:

- Public Liability Insurance Certificate
- Professional Indemnity Insurance
- Work Cover Registration

List three referees for current or recently completed contracts of a similar nature, ensuring the following information is included:

- Name
- Position
- Organisation
- Contact Details
- Description of work completed

Provide a brief description of the names and qualifications of the major personnel who will be directly involved in the provision of the work under the Contract.

Name and Role	Qualifications	Experience
<i>Example</i> Mark Jacobs Principal Engineer	<i>Example</i> BE(Civil)Hons	<i>Example</i> 30+ years as Project Manager

You must state if you will be using subcontractors.

If you are you will be required to detail the work that will be undertaken by others (Sub-Contractors / Consultants)?

You must provide a list of all sub-contractors or consultants proposed to be used in the execution of the Contract. Please supply relevant detail of the sub-contractors to enable the evaluation panel to evaluate their experience and your relationship with them.

Subcontractors/Consultants Services to be provided	List relevant projects completed by Sub-Contractor for the Tenderer	List relevant projects completed by Sub-Contractor for another organisation

List a minimum of three current and/or previous projects that would be directly applicable to the work to be performed under the Contract and any other experience that may be beneficial to your submission.

Example

Project 1	
Client	Name of Project
Name different components of overall works	

Respondents should consider the timeframes to complete deliverables and demonstrate how deliverable dates are to be met.

The submission should include a fee proposal (fully inclusive of travel, accommodation, telecommunications etc.) and relevant information to address the evaluation and selection criteria noted below.

The quotation evaluation panel may determine not to fully evaluate any quotation if, in the opinion of the quotation evaluation panel, the quotation does not adequately address or meet any of the evaluation criteria.

Respondents should ensure that sufficient information is included in their quotations to facilitate proper evaluation in accordance with the stated criteria.

Evaluation and selection process

The following factors will be considered when selecting the successful quote:

- Financial Benefit (Price)

Cost to CLRS, fees and charges, ongoing cost considerations - 40%

- Capacity – (Resources)

Resources to undertake project, meet timeframes, draft project methodology and community & stakeholder engagement proposal, demonstrated understanding of project - 30%

- Capability (Quality)

Past experience including samples of previous work, OHS documentation, referees, qualifications of key personnel - 20%

- Mandatory requirement - Evidence of relevant insurance policies

Professional indemnity insurance of at least \$10million dollars

Public Liability Insurance of at least \$20 million dollars

Workers Compensation Insurance to Statutory Requirements

Program

The key dates for the works are as follows:

Item	Date
RFQ open	21 October 2020
Submissions Closing date	4 November 2020
Appointment	25 November 2020
Submission of Concept Design	1 March 2021
Submission of Preliminary Design	12 April 2021
Submission of “For Tender” Documents	31 May 2021
Submission of “For Construction” Documents	tbc
The Project will be considered complete when all defects identified at construction completion are rectified.	30 June 2022

NOTE: If the above dates are not achievable, only upon request will a deviation be considered. The Consultant is to propose alternative dates for completion and include these in their proposal where the above targets cannot be met.

General Quotation Conditions

Respondent to become informed

Respondents are advised and expected to ascertain for themselves the actual extent and nature of the work to be performed, as CLRS will not entertain any claim arising from a failure to do so.

Discrepancies and Inadequate Information

If a respondent:

- Finds any discrepancy, error or omission in the Quotation Documents;
- Considers that any work necessary for the completion of the Contract has not been adequately described or included in the Quotation Documents; or
- Has any doubt as to the meaning or completeness of any portion of the Quotation Documents:

It must notify the Contact Person in writing and seek clarification as soon as possible and no less than five (5) business days before the Closing Time for Quotations.

Any clarification provided pursuant to this clause may be given to all respondents.

No collateral contract

The submission of a quotation by a respondent will not give rise to any contract governing, or in any way concerning, the quotation process, or any aspect of the quotation process, for the Contract. CLRS expressly disclaims any intention to enter into any such contract.

Costs Associated with Preparing Quotations

All costs and expenses incurred by respondents in any way associated with the development, preparation and submission of a quotation, including attendance at meetings and the provision of additional information required by CLRS, will be borne entirely by the respondents. No respondent, whether successful or unsuccessful, will be entitled to make any claim against CLRS for such costs and expenses.

Conflict of Interest

When submitting its quotation, the respondent must declare any actual or potential conflicts of interest which may arise between the respondent and CLRS or CLRS and any sub-contractor which the respondent proposes to engage in respect of the work under the Contract.

Probity of quotation process

Respondents must not approach, or request any other person to approach any member of the CLRS staff; - individually or collectively to solicit support for their quotations or otherwise seek to influence the outcome of the quotation process.

The quotation of any respondent which engages in conduct prohibited under this clause may not be considered by CLRS.

Quotation process

CLRS is not bound to accept the lowest or any quotation and may determine:

- Not to proceed with any of the quotations;
- To re-quote the work under the Contract;
- To proceed with an arrangement other than a quotation process to have the work under the Contract executed;
- To negotiate with a preferred respondent; or
- Not to proceed with the work under the Contract.

Post-Quotation Submissions

The evaluation panel may require a respondent to submit additional information concerning its quotation, to personally discuss its quotation or to make a formal presentation with respect to its quotation before any quotation is accepted.

Rectification of Errors and Omissions

CLRS reserves the right to:

- Check quotations for errors and omissions;
- By agreement with a respondent, amend a quotation price or rate submitted by a respondent to remedy the effect of any errors or omissions in the calculation of the quotation price or rate; and
- By agreement with a respondent, otherwise amend the quotation of the respondent to remedy the effect of any errors or omissions.

Limitation of liability

Except for such conditions or warranties as are implied by the *Competition and Consumer Act 2010* or the laws of a State or Territory, no warranty is given and no representation is made by CLRS (whether by its employees, agents, advisers or otherwise) in relation to:

- The accuracy or reliability of any document provided by CLRS to a respondent in connection with the quotation (including the Quotation Documents); or
- The conduct of the quotation process or selection of the successful respondent.

Save for any liability arising from a breach of any condition or warranty which is implied by virtue of legislation and which cannot be excluded, CLRS expressly disclaims any liability to any respondent or any other person (including liability based on any wilful or negligent act or omission) for:

- Any losses or damages arising out of or in connection with the provision of any document (including the Quotation Documents) provided by CLRS to a respondent in connection with the quotation; or
- The conduct of the quotation process or selection of the successful respondent.

Force Majeure

Neither party is responsible for any failure to perform its obligations under this contract if it is prevented from, or delayed in, performing those obligations by an event of force majeure.

1. Where there is an event of force majeure, the party prevented from, or delayed in, performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in, performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.
2. Upon completion of the event of force majeure the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this contract. Where the party affected is the Contractor, the Contractor must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of force majeure.
3. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
4. The Contractor has no entitlement to, and Community Living & Respite Services has no liability for:
 - a. any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure
 - b. any delay costs in any way incurred by the Contractor due to an event of force majeure.

Form of contract and conditions of engagement

If the CEO accepts the quotation, the contract will consist of:

- The purchase order
- The project brief/quotation document