

**INVITATION**

**10C180 THE PROVISION OF LANDSCAPE & URBAN DESIGN SERVICES**

**(PANEL AGREEMENT)**

|  |  |
| --- | --- |
| **CONTACT FOR FURTHER INFORMATION** | E-mail: [**DPTI.Tenders@sa.gov.au**](mailto:DPTI.Tenders@saugov.sa.gov.au)  Senior Landscape Architect  (08) 834 32003 |
|  |  |
| **APPLICATIONS MAY BE EITHER:** | **Posted to GPO Box 1533, ADELAIDE SA 5001;**  **Delivered to 77 Grenfell Street, ADELAIDE SA 5000; or**  **Emailed to** [**DPTI.Tenders@sa.gov.au**](mailto:DPTI.Tenders@saugov.sa.gov.au)  Note: If submitting via email, please phone (08) 8343 2029 to confirm receipt. Also, it may be necessary to split the application into several emails to keep it to an acceptable size. |

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**INTRODUCTION**

The Department of Planning, Transport and Infrastructure (DPTI) works as part of our community to deliver effective planning policy, efficient transport and social and economic infrastructure. Its responsibilities include the delivery and management of major road, rail, marine and building projects for the South Australian Government.

DPTI has established a panel of professional service providers (“Panel Contractors”) for the following categories:

* 1. Landscape Design;
  2. Urban Design;
  3. Irrigation Systems Design.

Suitably qualified companies (**“Applicants”**) are invited to apply for inclusion in a panel for the provision of these services.

The number of companies appointed to a panel will depend upon DPTI’s anticipated demand for the services. Before submitting an application, potential applicants must liaise with the Contact Person nominated on the front of this document regarding the likely workload. At its absolute discretion, DPTI may decline to consider applications for a panel if it reasonably considers that there will be insufficient demand for those services in the future.

Submissions will be assessed against the criteria listed in Annexure B to the Conditions for Submission of an Application. If a company is successful, they will then be invited to sign a contractual agreement consisting of the Statement of Requirements, the DPTI Panel Agreement and their submission.

Companies who have been accepted on to a panel may be invited to either:

* undertake work at the rates included in their submission; or
* submit a quotation (usually for larger packages of work).

DPTI is under no obligation to request any Panel Contractor to provide services or to submit a quotation and Panel Contractors are not guaranteed any work during the term of the agreement. Applicants should be aware that if the rates submitted are higher than industry averages for no additional benefit to DPTI, it is unlikely that they will be requested to provide services to a significant extent.

DPTI will take a number of factors into consideration when determining which Panel Contractors will be invited to provide services or submit a quotation, such as the estimated value of the work and each Panel Contractor’s resource availability, workload, skills / experience and ability to provide value for money.

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**CONDITIONS FOR SUBMISSION OF AN APPLICATION**

**FOR A PANEL CONTRACT**

The DPTI Conditions of Submission for a Panel Agreement apply to this invitation and are available from the following website:

<http://www.dpti.sa.gov.au/contractor_documents/request_for_tender_templates2>

The Annexures to the Conditions of Submission, which are included in this document, are to be read in conjunction with the Conditions of Submission from the above website.

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**CT ANNEXURE A**

**APPLICATION DETAILS**

**APPLICANTS MUST INCLUDE THE FOLLOWING IN THE SUBMISSION:**

Application Form

Schedule Checklist

The following Schedules:

1. Schedule of Rates.
2. Certificate of Currency of Public Liability Insurance.
3. Certificate of Currency of Professional Indemnity Insurance.
4. Organisational structure, including clearly defined positions with names, functions and reporting relationships.
5. Work History - Evidence of the successful completion of a number of recent projects in the last 12 months relevant to the category in which the Applicant is offering to provide services including:

* Project name;
* Project description;
* Contract type and/or specialist work undertaken;
* Team delivering project;
* Clients;
* Contract sums;
* Project dates; and
* Evidence of the Applicant having completed previous tasks to customer’s specified time, cost and quality requirement. The Applicant shall provide contact details for appropriate referees.

1. Qualifications and Experience - Details of staff numbers and the experience and expertise of staff including Managers, Supervisors and Employees that specifically addresses the following information for the category of service for which staff have been nominated:

* Number of years of experience staff have within the industry in the relevant category of service;
* Location of staff member;
* Details of relevant projects undertaken;
* Qualifications relevant to the category of service being offered, licences and other relevant training;
* Relevant skills and specialist abilities; and
* Knowledge and history of working with government specifications, briefs and/or standards and guidelines.
* Curriculum vitas for all staff.

Applications must:

1. include all documentation outlined above;
2. be marked for the attention of:

**Manager Contracting Services  
Department of Planning, Transport and Infrastructure.**

1. be submitted electronically - (**do not** submit paper copies):

If the application is on a CD or USB, it may be either posted or delivered in accordance with the details displayed on the cover page.

If the application is attached to an email(s), it must be forwarded to [**DPTI.Tenders@sa.gov.au**](mailto:DPTI.Tenders@sa.gov.au) **-** refer to cover page for constraints.

Files must be clearly identified. Each file name must indicate the applicable Schedule number and contain the required information.

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**CT ANNEXURE B**

**ASSESSMENT OF APPLICATIONS**

Applications will be evaluated in accordance with the following criteria and weightings:

|  |  |
| --- | --- |
| Applicant’s organisational structure | 10% |
| Work History | 30% |
| Qualifications and Experience | 60% |

The proposed applicants may have an audit undertaken on their management systems, ie Quality Management and WHS. Applicants that do not have satisfactory management systems will be excluded from consideration. Accessibility of the nominated personnel will also be taken into consideration in the assessment.

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**SCHEDULE OF AGREEMENT DOCUMENTS**

The Services shall be provided in accordance with the following documents, which comprise the Agreement:

1. Instrument of Agreement
2. Statement of Requirements
3. Panel Agreement – Professional Services (available from: <http://www.dpti.sa.gov.au/contractor_documents/dpti_general_conditions_of_contract>)
4. Annexure to the Panel Agreement
5. Contractor’s Submission

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**STATEMENT OF REQUIREMENTS**

**CONTENTS**

1. Scope and Nature of Panel
2. Term of Agreement
3. Scope of Services
4. Contractor’s Obligations
5. Specific Project Package Information
6. Schedule of Rates
7. Performance Evaluation
8. Site Visits
9. Media Releases
10. Public Relations and Right of Entry
11. Schedule of Rates
12. Payment and Invoicing

Appendix A: Contract Review Form

**1. SCOPE AND NATURE OF PANEL**

This Agreement is a panel agreement for the provision of landscape / urban design services which may be at various locations within South Australia.

“**DPTI Master Specificatio**n” means the DPTI Master Specification for Transport Infrastructure (refer: [http://www.dpti.sa.gov.au/documents/contractsandtenders/specifications](http://www.dtei.sa.gov.au/documents/contractsandtenders/specifications)).

“**DPTI Environmental Documents**” means the DPTI Environmental Documents (refer: <http://www.dpti.sa.gov.au/standards/environment>).

“**PTSOM**” means the Public Transport Services – Operation and Maintenance division of DPTI.

**2. TERM OF AGREEMENT**

The Expiry Date of this Agreement shall be 3 years from the Execution Date unless the Agreement is extended in accordance with this clause.

The Principal reserves the right to extend this Agreement, on the same terms and conditions, for a further 36 month period by giving the Contractor 3 months notice in writing before expiration of the Agreement. If the Contractor does not wish to have this Agreement extended, the Principal shall be notified in writing immediately upon receipt of the extension notice.

**3**. **SCOPE OF SERVICES**

The following categories of services are included in this Panel Agreement:

* 1. Landscape Design;
  2. Urban Design - including contextual analysis, the preparation of an urban design framework, design objectives and principles, and detailed design of places and structures that integrate the transport infrastructure with its surrounds; and
  3. Irrigation Systems Design.

The Principal’s Representative will provide direction to the Contractor regarding the amount and scope of work to be undertaken for each proposed package of work.

**4. CONTRACTOR’S OBLIGATIONS**

The Contractor shall:

1. comply with the DPTI Environment Documents;
2. where applicable, comply with the DPTI Master Specification:
3. comply with Service Authority standards and regulations, if applicable to a specific project package;
4. notify the Principal’s Representative immediately of any significant change to its financial or technical capacity (ie changes in staff nominated for the Panel), ownership or holding, and any convictions or prohibition notices under WHS Regulations or environmental legislation; and
5. if requested, supply environmental data in an electronic spatial data format (refer Appendix B).

The Contractor must comply with the following Parts of the DPTI Master Specification (available from: <https://www.dpti.sa.gov.au/contractor_documents/specifications>)

Part CH20M Traffic Provisions - Minor Construction;

Part G30 Work Health & Safety SWMS.

If the services are carried out in a railway corridor, the Contractor must comply with the following Parts of the DPTI Master Specification (refer: <https://www.dpti.sa.gov.au/contractor_documents/division_rw_railways>)

Part G40 Rail Safety Provisions;

Part CH75 Track Access: External Rail Transport Operators.

**5. SPECIFIC PROJECT PACKAGE INFORMATION**

Specific project packages will be sent to one or more Contractors, assessed as providing the most suitable expertise, to prepare a tender and will comprise of, but is not limited to, the following:

1. the Principal’s Representative delegated Officer administering the project package;
2. the location and scope of services;
3. drawings and/or Sketches;
4. reference to the applicable current DPTI Master Specification Parts and applicable Environment Documents.
5. required commencement and/or completion dates.
6. any restrictions to hours of work;
7. pricing structure and method of payment; and
8. any other relevant details.

For each project package, the Contractor may also be requested to provide:

1. a project methodology plan;
2. team resources to be allocated, including key personnel, backup staff and resources and capacity to undertake the package of work in the specified time;
3. a Program of work; and
4. a Safe Work Method Statement

The Principal’s Representative will issue a notification to the successful Contractor. If the successful Contractor is unavailable, the Principal’s Representative reserves the right to obtain the service from an alternative Contractor.

To ensure appropriate communication and control, the Contractor’s Representative shall be located within the State for the majority of the provision of service, unless otherwise agreed with the Principal’s Representative. Where the Contractor proposes to use staff based in an office other than South Australia, the Contractor’s Representative and the Principal’s Representative shall agree as to the extent to which the staff are required to be located in South Australia.

**6. IN-HOUSE SERVICES**

Where applicable, the Contractor may nominate a separate rate for staff to provide services in-house at the location nominated by the Principal’s Representative, on the basis that the Principal will provide office accommodation and equipment. The Contractor’s staff shall remain employees of the Contractor and shall not be deemed to be employees of the Principal.

**7. PERFORMANCE EVALUATION**

The Principal’s Representative will provide performance evaluation feedback to the Contractor on the following criteria at the completion of a contract by completing a “Contract Review Form” (refer Appendix A):

(a) Quality of documentation, including clear objectives and scope, complete, concise, accurate and realistic description of requirements, issues and risks addressed.

(b)Contract management performance including timeliness and adequacy of response to requests, practicality and reasonableness of specification interpretations, cooperation and communication.

The Contractor may provide comment on this evaluation and provide performance evaluation feedback to the Principal’s Representative on the following criteria:

(a) Project Deliverables/Requirements, including technical capacity, methodology and communication, compliance with relevant standards, guidelines and procedures, standard of deliverables.

(b) Timeliness, including milestone dates achieved and service completed on time, timeliness in communicating issues and concerns, timely and adequate response to additional client requirements.

The results will be taken into consideration when allocating future work packages.

The Principal’s Representative may evaluate and review Contractor performance and quality of work at any stage during the course of the Panel Agreement.

**8. SITE VISITS**

Site visits will be necessary when conducting some of the services and may be required anywhere within South Australia. Attendance by the Contractor or a competent representative at nominated site visits, briefing sessions and/or post tender meetings is conditional to the acceptance of tender for any project package.

The Contractor shall notify the Principal’s Representative at least 24 hours prior to the meeting if unable to attend.

**9. MEDIA RELEASES**

The Contractor shall refer any enquiries from the media concerning services under the Panel Agreement to the Principal’s Representative.

**10. PUBLIC RELATIONS AND RIGHT OF ENTRY**

If necessary, the Principal will give notice in writing to the owner of any land that may be entered upon during the work. A copy of all notices will be supplied to the Contractor and field work shall not commence until advised by the Principal’s Representative.

The Contractor shall conduct relations with land owners and members of the public in a professional manner and immediately inform the Principal’s Representative if an owner or occupier refuses entry to carry out work.

**11. SCHEDULE OF RATES**

The Schedule of Rates submitted with this Panel Agreement will apply for a period of 12 months after the Execution Date.

The Schedule of Rates will be used:

(a) For estimating projects; and

(b) As the maximum Rates charged by the Contractor for the nominated personnel.

After 12 months and at the expiry of each subsequent 12 month period for the term of the Panel Agreement, the Contractor will be invited to provide an adjusted Schedule of Rates which will remain fixed for a further 12 months. If no adjusted rates are received it is deemed that the rates will remain unchanged for the following 12 month period.

**12. PAYMENT AND INVOICING**

Payment will be in accordance with the prices accepted for each individual project package. Receipts for expenses incurred shall be available for validation by the Principal’s Representative if requested.

Payment by the Principal will not constitute an admission by the Principal that any services provided by the Contractor conform to the requirements of the Contract.

The Contractor’s invoices must clearly identify:

1. clear, itemised details of all work requiring payment;
2. the Purchase Order provided by the Principal;
3. the Contract Number and Contract Title; and
4. the name of the DPTI Section and/or DPTI Contract Manager.

Invoices must be submitted via one of the following methods:

Post: PO Box 11027, Adelaide, 5001, or

Email (attached as a PDF) to: [APinvoices@sharedservices.sa.gov.au](mailto:APinvoices@sharedservices.sa.gov.au).

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**APPENDIX A**

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| **CONTRACTS & ENVIRONMENT**  **SPECIALIST SERVICES**  **CONTRACT REVIEW** |

**To be completed and returned on completion of the Contract**

**CONTRACTOR:**

**project title:**

PATCHS No.:

Contract File No.:

**TO THE CONTRACT MANAGER:**

DPTI’s contract performance has been assessed as:

|  |  |  |
| --- | --- | --- |
| **ASSESSMENT CRITERIA** | SCORE  1 - 5 | **CONTRACTOR'S COMMENTS** |
| **QUALITY OF DOCUMENTATION**  Includes clear scope, complete & realistic description of requirements, issues & risks addressed |  |  |
| **CONTRACT MANAGER PERFORMANCE**  Includes communication, timeliness and adequacy of response to requests |  |  |

|  |  |  |
| --- | --- | --- |
| Contractor’s Representative: |  |  |
| Signature: |  | Date: / / |  |

**TO THE CONTRACTOR:**

The work undertaken by the Contractor has been assessed as:

|  |  |  |
| --- | --- | --- |
| **ASSESSMENT CRITERIA** | SCORE  1 - 5 | **DPTI'S COMMENTS** |
| **PROJECT DELIVERABLES / REQUIREMENTS**  Includes technical capacity, methodology, communication, compliance with standards & guidelines, standard of deliverables |  |  |
| **TIMELINESS**  Includes dates achieved, in communicating issues, response to additional client requirements |  |  |

🞎 Non Conformance issued Report No……………..

|  |  |  |
| --- | --- | --- |
| Contract Manager: |  |  |
| Signature: |  | Date: / / |  |

**Forward copy to Contract Administrator for recording**

|  |
| --- |
| **For Contracts >$11K forward for signing:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Coordinator / / Coordinator Specialist Services / / Mang Contracts & Environment / /** |
| **DPTI Follow-up:**  Has the review indicated that the Contractors Panel/Prequalification status be reviewed?  🞎 Yes 🞎 No  **If yes, forward to Coordinator Specialist Services for review** |

**Refer over for scoring guidelines**

|  |  |
| --- | --- |
| **Scoring Guidelines (half scores can be given)** | |
| **5** | **Significantly exceeds requirements (exceptional)**  e.g. Contractor has highlighted significant aspect of jobs that were not expected and had impact on costs, timeliness or deliverables of contracts. |
| **4** | **Above average**  Met all requirements specified in the contract. Application of proactive planning and evidence of continual improvement culture or processes. Professional & co-operative approach from Contractor's staff. |
| **3** | **Average**  Substantially meets requirements specified in the contract, however, there may be only minimal application of proactive planning or evidence of continual improvement culture or processes. Good communication with Contractor's staff. |
| **2** | **Below Average**  Meets most of the requirements specified in the contract, but some shortcomings evident. May have needed input from DPTI to assist. Improvements in planning/programming may be required. |
| **1** | **Poor**  Unacceptable performance. Serious shortcomings with requirements specified in the contract. **(Contractor's status needs reviewing)** |
| **0** | **Substantial failure by Contractor to meet specified requirements**  **(Contractor's status needs reviewing)** |

**ANNEXURE TO THE PANEL AGREEMENT**

| Term of Agreement | The Expiry Date of this Agreement is 31 March 2018. |
| --- | --- |

Notwithstanding the definition of “Item” in clause 1 of AS4122 – 2010 General Conditions of Contract, a reference to an *Item* in the General Conditions of Contract is a reference to the corresponding item set out in the following table:

| ***Item*** | ***Clause or Subclause Referenced*** |  |
| --- | --- | --- |
| 1 | 1.1 | The Commissioner of Highways of 50 Flinders Street, Adelaide, South Australia, 5000, is the Principal. ABN: 92 366 288 135 |
| 2 | 1.1 | The Contractor is the entity named on Panel Agreement. |
| 3 | 1.1 | The *Contract Documents* comprise of those documents listed in the Schedule of Agreement Documents. |
| 4 | 1.1 | The Scope comprises of those *Services* described in the Request for Quotation. |
| 5 | 5.1 | The *Services* will be suitable for the purpose(s) described in the Statement of Requirements and the Specific Project Package Information. |
| 6 | 6.1 | The  Senior Landscape Architect Department of Planning, Transport and Infrastructure  of  26-28 Leigh Street ADELAIDE SA 5000  is the Principal’s Representative. |
| 7 | 6.2 | The Contractor’s Representative will be the person nominated in writing by the Contractor or nominated in the Contractor’s quotation. |
| 8 | 10.1 | Payment to the Contractor will be determined on the basis of Schedule of Rates as detailed in the payment schedules. |
| 9 | 10.2 | The payment of disbursements and expenses shall be made in accordance with the Schedule of Rates. |
| 10 | 10.3 | Payment claims must be made by the last *Business Day* of each month. |
| 11 | 10.6 | The Principal will make payment within 30 *Business Days* of receipt of a claim for payment |
| 12 | 10.9 | The interest rate applicable to overdue payments is the rate prescribed under the [*Supreme Court Act 1935*](http://www.legislation.sa.gov.au/index.aspx?action=legref&type=act&legtitle=Supreme%20Court%20Act%201935) *(SA)* in respect of judgment debts of the Supreme Court. |
| 13 | 12.1 | The *Services* must be completed by the date nominated in the Request for Quotation. |
| 14 | 12.3(c) | There are no other causes of delay for which the Contractor is entitled to an extension of time with costs. |
| 15 | 13.2 | There are no *Approvals* required to be obtained by the Contractor. |
| 16 | 18 | The key personnel are as nominated in the Contractor’s quotation or this Agreement. |
| 17 | 19.2 | Any existing conflicts of interest are set out in the Contractor’s quotation or this Agreement. |
| 18 | 21.3 | Alternative 2 applies to *Intellectual Property Rights.* |
| 19 | 21.3 | Any excluded *Intellectual Property Rights* are set out in the Contractor’s tender. |
| 20 | 21.4 | $10 is payable to the Contractor on demand for the granting of Intellectual Property Rights to the Principal. |
| 21 | 22.1 | Clause 22 (Moral Rights) does not apply. |
| 22 | 23.1 | All *Documents* generated by this *Contract* are confidential unless the Principal advises otherwise. |
| 23 | 24.4 | If any suspension lasts longer than 3 months, the Contractor may terminate this *Contract*. |
| 24 | 29.1 | The Contractor’s liability is not limited. |
| 25 | 30.2 | Public Liability insurance: $10 million |
| 26 | 30.4 | Professional Indemnity insurance: $2 million. |
| 27 | 30.4 | Professional Indemnity insurance shall be maintained for not less than 1 year after the date of completion of the *Services* |
| 28 | 30.7 | The Principal will not effect any insurance. |
| 29 | 33.1 | The address for the service of notices to the Contractor is as shown on the Agreement. The address for the service of notices to the Principal is the address of the Principal’s Representative. |
| 30 | 35 | The laws of South Australia govern this *Contract*. |
| 31 |  | This *Contract* is amended by these Special Conditions of Contract, which also replace Annexure Part B to the General Conditions of Contract. |

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**APPLICATION FORM**

TO THE EXECUTIVE DIRECTOR:

**THE PROVISION OF ENVIRONMENTAL SERVICES AND LANDSCAPE DESIGN SERVICES**

**(PANEL AGREEMENT No. 10C180)**

I/We the undersigned, do hereby apply to perform the above mentioned services in accordance with the Invitation Documents.

Company Name...................................................................................................................................................

(BLOCK LETTERS)

ACN............................................................................. ABN................................................................................

Address................................................................................................................................................................

Telephone No. ............................................................... Mobile No. ..................................................................

Email Address......................................................................................................................................................

Signature of Applicant.................................................... Name...........................................................................

Position in Company............................................................................................................................................

Signature of Witness.................................................... Name of Witness...........................................................

Dated the............................................................  day of.................................................................  20..............

##### SCHEDULE CHECKLIST FOR APPLICATION

##### For each item please tick the box to indicate that the Schedule has been completed in accordance with Annexure A of the Conditions for Submission of an Application and included with your submission.

|  |  |  |
| --- | --- | --- |
| 1 | Schedule of Rates. | □ |
| 2 | Certificate of Currency of Public Liability Insurance. | □ |
| 3 | Certificate of Currency of Professional Indemnity. (only required for Landscape and Urban Design category) | □ |
| 4 | Organisational Structure. | □ |
| 5 | Work History. | □ |
| 6 | Qualifications and Experience. | □ |

**SCHEDULE 1**

**SCHEDULE OF RATES**

RATES SHALL BE EXCLUSIVE OF GST

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Services and Categories** | **Contractor's Personnel or Subcontractor who will Provide the Service** | | | **Hourly Rate**  **$** | **Hourly Rate**  **(In House)**  **$** |
| **Name** | **Position** | **Location** |
| **1.** | **Landscape and Urban Design** |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **1.1** | **Landscape Design** |  |  |  |  |  |
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| **1.2** | **Urban Design** |  |  |  |  |  |
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| **1.3** | **Irrigation Systems Design** |  |  |  |  |  |
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|  |  |  |  |  |  |  |