



Centennial Park Cemetery Authority

Provision for the Mowing of Cemetery Grounds

Tender Documents Tender No. 01/2017

**Tenders Close 4.00pm
Friday 10 March 2017**

Invitation to Tender

Contents:

- General Conditions of Tendering
- Registrant's Letter of Acknowledgement
- Specifications
- Selection Criteria
- Scope of Works (including Special Conditions)
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1 Invitation to Tender

Centennial Park Cemetery Authority (the Authority), invites Registrants to tender for the provision for the Mowing of Cemetery Grounds within Centennial Park Cemetery.

2 Background

The Authority is South Australia's largest provider of cremation, burial and memorial services. Our grounds boast the award-winning Jubilee Complex, three cremators and more than 50 themed gardens that reflect the ultimate in dignity and respect.

The Authority, located in Pasadena, is owned jointly by the Cities of Mitcham and Unley (the Constituent Councils), and covers an area of 40 hectares. The cemetery was established in 1936 with its first burial in 1938; cremation services commenced in 1955.

The Cities of Mitcham and Unley are local government authorities established under the Local Government Act 1999 (SA) as amended.

The Authority is overseen by a seven-member Board of Management, consisting of Elected Members, two from each of the Constituent Councils, and three independent members one of whom serves as the Chair of the Board. All Board Members are elected for terms of three years.

The Authority employs approximately 54 staff, working in the areas of Operations, Business & Corporate Services and Industry & Information Services, and headed by the Chief Executive Officer, Manager Business & Corporate Services, Manager Operations and Manager Industry & Information Services.

The Operations area covers activities involving the cremations, burials, grounds and infrastructure, and employs the greater number of staff. Business & Corporate Services cover Licensing and Memorialisation and Finance and Administration. Industry & Information Service covers Funeral Director and Monumental Masons customer relations, Jubilee Complex, Information Technology and Records Management.

The Authority has a culturally embedded commitment to ensuring that all of our business activities are performed in an environmentally responsible and sustainable manner and is enshrined from our Strategic Plan and beyond. As a regional subsidiary of Local Government and a provider of an essential community service, the Authority has a key role to play in achieving ecologically sustainable development and management by being part of a general change in mindset within the community and will continue to lead by example in making this transition.

3 General Conditions of Tendering

Provision for the Mowing of Cemetery Grounds within Centennial Park Cemetery

1. Tender Documents

The Tender Documents shall comprise:

- Conditions of Tendering;
- Tender Form; and
- Specifications.

2. Registrant to Inform Self

The Registrant shall be deemed to be acquainted with all matters relating to the proposed contract prior to submitting their tender. Any neglect or failure on the part of the Registrant to obtain reliable and relevant information in connection with the proposed contract shall not relieve the successful contractor from any risk or liability or from the responsibility of completing the work in accordance with the Specification.

3. Tender Enquiries

Enquiries about any aspect of the Tender Documents must be referred to the Nominated Contact Person of the Authority before the date and time for closing of tenders.

4. Acceptance of Tender

The Authority shall not be bound to accept the lowest or any tender. A tender shall not be deemed to have been accepted until the Registrant is notified in writing of such acceptance. The notice of acceptance of the tender shall constitute a binding Contract between the Authority and the successful Registrant.

5. Canvassing

Canvassing of Authority staff either directly or indirectly will disqualify potential Tenders.

6. Validity of Tender

Tenders shall remain valid for ninety (90) days from the date of submission of Tenders.

7. Expenses

No payment will be made for any expense or losses which may be incurred in the preparation, research, visiting, documentation and submission of tenders.

8. Payment for Tender Documents

No charge will be made for the tender document.

9. Quality Assurance

Registrants are invited to provide information regarding quality control processes and how standards are implemented to ensure that the contract specifications are met.

10. Statutory Requirements

The Registrant must comply with and give all notices required by any Act of Parliament, ordinance, regulation or by-law relating to the works including the Ombudsman Act 1972.

11. Australian Standards

The Registrant complies with all applicable Australian Standards.

12. Insurance Requirements

The Registrant shall keep current a Public Liability Policy of insurance insuring for an amount not less than 10 million dollars to cover all actions, costs, claims, demands, charges and expenses whatsoever against the Registrant arising out of or in any way related to this Contract. The Registrant will submit a copy of the Certificate of Currency.

13. Confidentiality

Unless otherwise required by Law, information received by either the Authority or the Registrant will remain confidential.

14. Legal

The Registrant complies with Australian legislation including, but not limited to, WHS, Manufacturing Standards and tax.

15. Discrepancies and/or omissions

Should a Registrant find discrepancies errors and/or omissions in the Tender Documents, or should there be any doubt as to their meaning, the Registrant should notify the Nominated Contact Person immediately.

16. Nominated Contact Person

The nominated contact person is available during office hours 9.00am – 4.00pm, Monday to Friday:

Nick McCarthy

Infrastructure and Grounds Maintenance
Coordinator

M: 0412 165 118

T: 8276 6011

E: nickm@centpark.org.au

17. Submission and Lodgement of Tenders

Tenders shall be submitted enclosed in an envelope endorsed with the contract number and title. Tenders shall be lodged in the tender box located at the Administration Building:

Centennial Park Cemetery Authority

760 Goodwood Road

Pasadena SA 5042

By not later than 4.00pm Friday 10 March 2017.

Tenders will be accepted by post, facsimile or e-mail provided they are recorded as being received by the Authority at the time and date for lodgement. The Authority cannot guarantee the confidentiality of any tenders received by post, facsimile or e-mail.

18. Late Submissions

Tenders received after the closing date **will not be** considered or accepted.

4 Registrant's Letter of Acknowledgement

FAX TO: (08) 8275 2266

To:

Nick McCarthy
Infrastructure and Grounds Maintenance
Coordinator
Centennial Park Cemetery Authority
760 Goodwood Road
Pasadena SA 5042

From:

<Company Details>

Date: <insert>

Invitation to Tender (ITT) - Registrant Letter of Acknowledgement - Tender No. 01/2017 Provision for the Mowing of Cemetery Grounds

1. We acknowledge receipt of your Invitation to Tender package.
2. *We have read the Invitation to Tender and confirm it is our intention to tender in accordance with the specified requirements by the tender due date.
3. *We have read the Invitation to Tender and we will not be submitting a tender because:

*delete as applicable

Yours sincerely

Name (print)

Registrant's Representative contact email address: _____

Registrant's Representative contact telephone number: _____

All communication with the Registrant will be via the Registrant's Representative, so nominated.

5 Specifications

For the Provision for the Mowing of Cemetery Grounds within Centennial Park Cemetery.

5.1. General

This specification is for the provision for the **Mowing of Cemetery Grounds and associated mechanical and chemical edging** within Centennial Park Cemetery, operated by the Centennial Park Cemetery Authority (the Authority).

5.2. Principal to Provide

The Principal shall provide access to the site identified for the Mowing of Cemetery Grounds. Registrants may make appointments during office hours to inspect the site.

5.3. Site/Industry Briefing

The Authority may conduct a site/industry briefing. The briefing (if conducted) is intended to provide Registrants with background information, and Registrants are not to treat any statements made at the briefing as variations to this Tender.

The Authority reserves the right to require all Registrants to attend the site/industry briefing.

Details of the briefing will be provided to Registrants at least seven business days prior to the briefing. Registrants may be notified of the site/industry briefing by email, and the Authority may post the details of the briefing on the internet.

Each attending Registrant is to advise the Nominated Contact Person of the details of that Registrant's attendees (including name and position) at least two business days before the briefing.

5.4. Environmental Clause

Favourable consideration will be given to Registrants who can demonstrate a commitment to using materials, equipment and work practices that minimise the impact to the environment. The use of products that are approved as environmentally friendly will be viewed favourably.

Preference will be given to Registrants who can demonstrate environmental sustainability of products or services.

5.5. Intellectual Property

Any intellectual property created during or as a result of contracted services to the Authority remains the property of the Authority.

Intellectual property includes, but is not limited to, graphics, publications, text, processes, procedures, ideas, innovation, experience, knowledge, company logo and trademarks.

Reproduction of intellectual property created as a result of contracted services to the Authority cannot be disclosed to a third party without the express written permission of the Authority.

5.6. Transfer of Knowledge

At the conclusion of any contracted services to the Authority, a formalised and structured transfer of knowledge will be implemented. This includes, but is not limited to, documentation (either new or updated), a formal hand-over, a structured demonstration, technical

specifications and details, maintenance schedules, questions and answers, flowcharts and contact details.

The transfer of knowledge is to be signed off by relevant Authority staff prior to the final payment being released.

5.7. Confidential Nature of Tender Documentation and Bids

You must hold information relating to this contract confidential and to limit the dissemination of such information on a need-to-know basis. The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

Registrants shall not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other Registrant or member or employee of the Authority. If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after termination of the Contract.

5.8. Subcontracting

The Contractor shall not without the Authority's prior written approval, which shall not be unreasonably withheld:

- a) Subcontract or allow a subcontractor to subcontract any work as it pertains to this Contract; or
- b) Allow a subcontractor to assign a subcontract or any payment or any other right, benefit or interest thereunder.

Except where the Contract otherwise provides, the Contractor shall be liable to the Principal for the acts, defaults and omissions of subcontractors, and employees and agents of subcontractors as if they were those of the Contractor. Approval to subcontract shall not relieve the Contractor from any liability or obligation under the Contract.

5.9. Collusion

The Registrant must not collude with any other Registrants or potential Registrants.

5.10. Assignment

Neither party shall, without the other's prior written approval (including terms) assign the Contract or any payment or any right, benefit or interest thereunder.

5.11. Legislative Requirements

The Contractor shall satisfy all legislative requirements except those to be satisfied by or on behalf of the Principal.

The Contractor shall at all times conduct the work in compliance with the provisions of the Work, Health and Safety Act 2012 (SA) and Work, Health and Safety Regulations 2012 (SA).

The Contractor shall demonstrate that they have a WHS Management System and all employees who work on site hold a Construction White Card.

5.12. Protection of People and Property

The Contractor shall comply with the Authority's WHS Policies and Procedures while on site in execution of the contract. The Contractor shall also comply with current WHS legislation and demonstrate safe working practices. The Contractor shall also;

- a) Take measures necessary to protect people and property;
- b) Avoid unnecessary interference with the passage of people and vehicles; and
- c) Prevent nuisance and unreasonable noise and disturbance.

The Contractor is responsible for damages to property and shall promptly rectify the damage and pay any compensation which the law requires the Contractor to pay.

5.13. Insurance

Insurance policies to cover the Contractor's liability shall be taken out and maintained by the Contractor for the duration of the contract and the amounts not less than those stated below:

- A public liability policy including Principal's indemnity for a minimum of \$10,000,000.
- Relevant workers' compensation registration;
- A motor vehicle third party property damage insurance policy with a minimum of \$10,000,000 legal liability cover.
- A statutory personal injury policy by virtue of legislation governing the use of a motor vehicle.

The Contractor shall ensure that all Sub-Contractors employed on this contract do possess a worker's compensation policy as described above.

5.14. Quality and Description

The Supply shall conform in every respect with:

- the provisions of the Contract (including without limitation any standards of performance specified in the Contract);
- the requirements of any relevant Australian statute, order, regulation, directives, standard, code of practice or by-law or international agreement from time to time in force which is relevant to the Supply;
- any recommendation or representation made by the Supplier;
- professional standards which might reasonably be expected of the Supplier; and in respect of Goods shall:
 - be fit for any purpose made known to you expressly or by implication and in this respect we rely on your skill and judgement;
 - be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;
 - correspond to their description or any samples, patterns, drawings, plans and specifications referred to in the Contract; and
 - be of satisfactory quality.

5.15. Supplier Warranty

It is expressly agreed between us that:

- You shall promptly make good at your expense any defect in Goods or Services that the Authority discovers. Such defects may arise from your faulty design, your

erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of your obligations whether in the Contract or at law.

- Repairs or replacements will themselves be covered by the above warranty.
- You will ensure that compatible supplies of stock are available to facilitate replacement (where applicable) for the period of this contract.

5.16. Late or Damaged Delivery / Performance

If Goods or any part of them, or Services are not delivered by the time or times or to the place specified in the Contract or arrive damaged then the Authority may by written notice (as we shall elect) cancel any undelivered balance of the Goods or require you free of charge and as quickly as possible to repair or replace the Goods. We may also return for full credit and at your expense any goods that in our opinion cannot be used owing to this cancellation. In the case of late works or services, we may have the work performed by alternative means and any additional costs reasonably so incurred shall be at your expense. This shall not affect any other rights that the Authority has.

5.17. Termination

Without prejudice to the Authority's rights the Authority may by notice in writing terminate the Contract in whole or in part if any of the events specified in paragraph below occur. No period of notice shall be required but the notice shall state the date on which it is to take effect. The events are:

- You have failed to make the Supply within the time specified in the Contract.
- You have breached the Contract in a way which the Authority reasonably regards as irremediable, which may include, without limitation, repeated and/or persistent remediable breaches of the Contract.
- The Authority has given you at least one month's notice to remedy a breach of Contract which can be remedied and you have failed to do so.
- You have without reasonable cause failed to proceed diligently with or wholly suspended performance of any Services or Works.
- You shall have a receiver appointed over all or substantial part of your assets or (if an individual) be declared bankrupt or (if a company) shall go into liquidation or have an administrator appointed to manage your affairs.

In the event of our termination of the Contract:

- You shall promptly repay any monies paid under the Contract without any retention or offset whatsoever; and
- The Authority shall have the right to engage another supplier to repair, replace or redo the Supply and you shall be liable to pay us as a debt any extra cost that we incur in so doing in excess of the Price.

You may terminate the Contract if any of the following events occur by giving the Authority at least 30 days prior written notice:

- The Authority has breached the Contract in a way which you reasonably regard as irremediable, which may include, without limitation, repeated and/or persistent remediable breaches of the Contract.
- You have given the Authority at least one month's notice to remedy a breach of Contract which can be remedied and we have failed to do so.

- The Authority shall have a receiver appointed over all or substantial part of our assets or (if an individual) be declared bankrupt or (if a company) shall go into liquidation or have an administrator appointed to manage our affairs.

Termination shall not affect the accrued rights of either party.

6 Non-Conforming Tenders

A conforming tender meets all the requirements set out in this and associated documents. Failure to respond to or meet any of the requirements set out in this ITT and associated documents will result in the Tender being deemed non-conforming.

The Authority is not required to, but may at its sole discretion consider an incomplete, informal or a non-conforming tender.

7 Response to Selection Criteria

7.1. Selection Criteria

The Authority will seek the most economically advantageous offers in accordance with the criteria, respective weightings and scoring as detailed below:

In assessing the tenders, the Authority will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

- the tendered prices and proposed pricing structures;
- insurance;
- personnel and expertise;
- past performance and industry-specific knowledge;
- knowledge of local government legislation;
- knowledge of relevant public integrity frameworks and associated compliance requirements;
- experience and capacity;
- internal resources;
- compliance with Work Health and Safety legislation;
- ability to comply with timeframe requirements;
- degree of compliance with the requirements set out in this ITT and associated Documents; and
- such other matters that the Authority considers relevant, including:
 - details of current and previous relevant experience in the provision of similar Services;
 - Staff resources dedicated to the Authority;
 - current and future workload;
 - referees' responses;
 - improvement and innovation strategies; and
 - Management skills.

Scoring Assessment	Score
Poor response, does not or barely meet requirement	0
Average/good meets most requirements	1-3
Good response meets all requirements	4-6
Meets all requirements with additional value	7
Very good meets all requirements and with significant added value	8-9
Excellent response, exceptional, innovative, response, meets and exceeds all requirements	10

The Authority reserves the right to amend the award criteria during the tender process

8 Award Process

1. The Authority expects to decide award of contract within 60 days of the closing date for submission of tenders (see Conditions of Tendering). Bids shall remain open for acceptance during this period.
2. The Authority may, if necessary, extend the 60-day period for completing the award process.
3. Registrants will be notified simultaneously and as soon as possible of any decision made by the Authority during the tender process, including award. When the Authority has evaluated the bids, it will notify all Registrants about the intended award.
4. The Authority generally debriefs all those who tendered about the characteristics and relative advantages of the leading bidder.
5. Acceptance of the tender by the Authority will be sent in writing to the Registrant. Upon such acceptance (except where the contract terms remain to be agreed), the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Contractor shall upon request of the Authority execute formal contract documentation.
6. Registrants must not undertake work without written notification that they have been awarded the contract and are required to start work. This is usually after contract documents have been executed.
7. The Authority reserves the right in exceptional circumstances and after the opening of tenders to enter into discussion with any Registrant.
8. The Authority may award the works to two or more tenderers as considered appropriate and reserves the right to award any one or more nominated schedules (Category A, B, C and/or D) to two or more tenderers as considered appropriate.

9 Use of Tender Documents

The Authority may use, retain and copy any information contained in the Tender for the evaluation of tenders in any subsequent tender process and for the finalisation of the provisions of the Contract for Services.

9.1. Debriefing of Registrants

If requested, Registrants may be debriefed against the Authority's evaluation criteria. Registrants will not be provided with information concerning other Registrants, apart from publicly available information. No comparison with other Tenders will be made.

10 Scope of Works (Including Special Conditions)

10.1. Description

Centennial Park Cemetery Authority intends to appoint Contractors to mow and edge (Mechanical and Chemical) cemetery pathways within Centennial Park Cemetery, predominately burial sections. The cemetery (Burial) sections to be mowed are shown in the attached map (Attachment A6 – Centennial Park Cemetery Site Map). The sections marked “yellow” on the map are the areas that apply as part of this contract.

It is a performance objective of this contract to have the grass in cemetery pathways maintained to a standard as specified in Section 10.6 – Maintenance Standards.

10.2. Scope of Works

The Contractor shall cut and chemical edge grass in all sections of the cemetery grounds as highlighted on the Centennial Park Cemetery Site Map in Attachment A6 to the standards as defined in Section 10.6. Section 10.5 (Task and Performance Requirements) provides average monthly mowing frequencies based on seasonal growth. Please note these frequencies as listed in Tables 2, 3 & 4 are provided as a guide only.

The activities to be undertaken within the contract works includes, but is not necessarily limited to:

- Mowing grass
- Picking up and disposing of litter, including artificial and living flower material, from the grass pathway areas before mowing,
- Edging and line trimming along road kerbs and street trees,
- Edging and line trimming along concrete beams in Lutheran Lawn, Lawn 1, 2 & 3 and Children’s 1, 2 & 3 sections and around Dutch Stools in Derrick Gardens.
- Applying herbicide to the edge of concrete beams in all general beam (burial) sections only,
- All other activities to meet the requirements of the contract.
- The Contractor will be held responsible for any damage to Authority facilities that may be caused by the contractor or their employees, including repair to memorials (headstones) owned by the license holder.
- Cleaning up and disposal of grass clippings is not required under this contract.
- Grass cuttings that are deposited on headstones during the edging and line trimming process in Lawn 1, 2 & 3 and Children’s 1, 2 & 3 sections must be removed using mechanical blower.

Should the Contractor find that cuts/chemical edging are warranted more frequently than the frequencies indicated in Tables 2, 3 & 4 the Contractor shall notify the Nominated Contact person and agree additional cuts at the rates as tendered in Attachment A3.

10.3. Materials and Workmanship

All herbicides under this contract will be provided by the Contractor.

Prior to the use of any herbicide, Material Safety Data Sheets must be supplied by the contractor and approved by the Nominated Person.

All herbicides must be applied in accordance with the methods and rates as recommended by the manufacturer and in accordance with the Material Data Sheet.

The use of residual herbicides is not permitted.

10.4. Work by Others

For any problems on weekends and after 5.00pm (Mon – Fri) such as broken water pipes etc the contractor shall contact Centennial Park’s After Hours Service on 8276 6011.

10.5. Task and Performance Requirements

Table 1: Identifies which tasks listed in the “PERFORMANCE REQUIREMENTS FOR CEMETERY MOWING (following pages) are to be carried out for Categories A-C.

Shaded areas indicate the task applies

AREA / SECTION ⇨	General Burial Sections	General J, Coptic Orthodox, Orthodox B, St George Orthodox, Orthodox C and General Vaults Sections	Lutheran Lawn and Lawn 1, 2 & 3	Children 1, 2 & 3	Derrick Gardens
CATEGORY / TASK ⇩					
1. Mowing					
2. Mechanical edging (line trimming)					
3. Herbicide Spraying (edging)					

PERFORMANCE REQUIREMENTS FOR CEMETERY MOWING

CATEGORY A: CEMETERY MOWING

Table 2: Identifies sections to be cut and frequency of cutting, based on average seasonal growth.

Section Name	Frequency				Total no. cuts per year
	Summer (Jan to March)	Autumn (April to June)	Winter (July to Sept)	Spring (Oct to Dec)	
All General Burial Sections	Fortnightly	Fortnightly	Fortnightly	Fortnightly	26
General J, Coptic Orthodox, Orthodox B, St George Orthodox, Orthodox C and General Vaults Sections	Weekly	Fortnightly	Fortnightly	Weekly	42
Lutheran Lawn and Lawn 1, 2 & 3	Weekly	Fortnightly	Fortnightly	Weekly	42
Children 1, 2 & 3	Weekly	Fortnightly	Fortnightly	Weekly	42
Derrick Gardens	Weekly	Fortnightly	Fortnightly	Weekly	42

CATEGORY B: MECHANICAL EDGING

Table 3: Identifies sections to be mechanically edged and frequency of edging, based on average seasonal growth.

Section Name	Frequency				Total no. edge cuts per year
	Summer (Jan to March)	Autumn (April to June)	Winter (July to Sept)	Spring (Oct to Dec)	
Lutheran Lawn and Lawn 1, 2 & 3	Weekly	Fortnightly	Fortnightly	Weekly	42
Children 1, 2 & 3	Weekly	Fortnightly	Fortnightly	Weekly	42
Derrick Gardens	Weekly	Fortnightly	Fortnightly	Weekly	42

CATEGORY C: CHEMICAL EDGING

Table 4: Identifies sections to be spray edged and frequency of spraying, based on average seasonal growth.

Section Name	Frequency				Total no. chemical edging per year
	Summer (Jan to March)	Autumn (April to June)	Winter (July to Sept)	Spring (Oct to Dec)	
All General Burial Sections	Every 6 weeks	Every 8 weeks	Every 8 weeks	Every 6 weeks	7
General J, Coptic Orthodox, Orthodox B, St George Orthodox, Orthodox C and general Vaults Sections	Every 6 weeks	Every 8 weeks	Every 8 weeks	Every 6 weeks	7

10.6. Maintenance Standards

Unless otherwise specified, all cemetery sections identified in Tables 1 to 4 shall be maintained to the following standards, as a minimum:

- General: Grass shall be maintained at a minimum height of 35mm and maximum height of 100mm at all times and in accordance with accepted turf management industry standards and practices.
- Objects and Obstacles: Grass around street trees, landscape edges, fences borders, seats, end of concrete beams and other objects shall be cut at the same time as mowing, to ensure a consistent height.
- Edging: Grass directly abutting concrete beams (where specified in this contract), footpaths, paved areas, landscaping, car parks, kerbs or other non-grassed areas shall be trimmed back to the edge of that area. As a minimum, edging shall be carried out on every second visit to each site. Grass surrounding all boxes and pits installed in the ground, including irrigation boxes, shall be trimmed to ensure the lids of such boxes and pits are free of overgrowth at all times.
- Litter: Prior to mowing each pathway, the contractor shall remove and dispose of all litter, including live & artificial flowers, on the ground in all pathways.
- Clippings: The contractor shall spread grass clippings evenly over the grass surface, avoiding win-rows of clippings. All clippings shall be removed from footpaths, paved areas, car parks, kerb and water table, roads, concrete beams, memorials (headstones) and other non-grassed areas following mowing operations on the same day. The contractor shall work in a manner which avoids grass clipping contaminating memorials (headstones) or entering the stormwater system.

Centennial Park is a public place visited regularly by visitors who are attending the grave of a lost love one or attending a funeral service. The following requirements shall be respected at all times:

- Observe any no parking signs or funeral service activity before work commences in the morning or when moving vehicles and machinery to new areas throughout the day.
- Often objects are left on headstones. If moved while performing any job task all objects should be returned to its original position.
- Leave a minimum of 6 pathway gap between the operator and people visiting, particularly when working with noisy machinery and equipment.
- Soil is mounded and very soft after a recent burial. Avoid driving over new graves with the ride-on mower. Any tire marks on new graves shall be raked out immediately.
- Any damage to a headstone shall be reported to the Supervisor immediately so the family concerned can be advised and repairs undertaken without delay.
- Road rules apply in Centennial Park. Parking of vehicles should always be on the left side of the road as close to the kerb as possible to allow through traffic.

- Language and tone of voice is important. When communicating be respectful in regards to volume (no yelling), use of inappropriate language and laughing loudly, particularly when visitors are in proximity.
- Do not park any vehicles or machinery on grave sites or take lunch and tea breaks on or near graves. Lunch room facilities are provided in the Operations Complex for contract personnel to use appropriately.

10.7. Contract Period

The contract period will be from 3 April 2017 to 2 April 2018.

An initial term of twelve months is proposed, with the option, exercisable by the Principal at its sole discretion, for a further extension up to two (2) years. The respective term of each extension will be subject to negotiation with the contractor, and is subject to satisfactory performance.

10.8. Rise and Fall

The agreed contract rates will not be subject to adjustment due to variations in labour, materials and equipment prices.

10.9. Subcontractors

The Contractor will be held responsible for all works carried out by their subcontractors.

No subcontractors may be employed without the approval of the Nominated Person.

10.10. Access and Keys

The Contractor will receive from the Nominated Person all necessary keys for him/her to access facilities as required.

The contractor will be required to sign an acknowledgement of receipt of keys, prior to commencement under the contract.

The contractor will be responsible for the security of the keys issued to him/her for the duration of the contract period. Any keys broken must be reported to the Nominated Person immediately, and broken keys returned for replacement.

Replacement keys will only be issued by the approval of the Nominated person. Lost keys may mean the re-locking of a site, which will be at contractor's expense.

On completion of contract period, all keys must be returned to the Nominated Person. Written acknowledgement of receipt of keys by Nominated Person will be forwarded to the Contractor.

The convenience of the public, particularly visitors and adjacent residents, shall be considered of high importance. The contractor shall undertake works at all times in a manner which does not unreasonably obstruct access to visitors or cause unreasonable nuisance to adjoining residents. The contractor is advised that there will be times when mowing operations will need to avoid specific burial sections due to scheduled funeral services and or when family members are visiting specific cemetery pathways.

The contractor shall be deemed to have considered the effects of wet weather and will be deemed to have made provision for any necessary seasonal changes that may be required to its plant and machinery, including avoid mowing operations completely during periods of very wet weather so as to avoid potential undue damage to cemetery pathways.

10.11. Notification to the Nominated Person

The contract requires the contractor to complete a weekly maintenance and defects report, detailing the dates and cemetery sections maintained over the previous week, including any path defects such as sunken graves or damaged headstones (Attachment A7). The report is to be emailed to the Nominated Person at nickm@centpark.org.au by the close of business every Monday (Tuesday after public holidays).

It is a performance objective of this contract to have the cemetery grounds 'Fit for Service' at all times.

Any major defects will require an immediate phone call to Centennial Park by telephoning 8276 6011 (Answer Adelaide after hours 8276 6011), reporting the incident and including the item on the weekly mowing report (Attachment A6).

Major defects could be:

- Leaking water pipes
- Sunken graves
- Major vandalism

10.12. Amenity

The contractor shall ensure that any operation carried out under the contract is done in a manner that does not cause damage to, or degrade the amenity of, any grassed area, garden bed, tree, shrub, amenity or monument (headstone).

The contract shall immediately report any damage to monuments to the Nominated person so arrangements can be made to contact the license holder concerned to advise them of the damage caused and intention to repair the same.

The contractor shall be responsible for all costs related to the repair of any damage, including monuments (headstones) that occur as a result of the contractor's operations.

10.13. Work Zone Traffic Management Plan

The contractor shall submit to the Nominated Person, a generic work zone traffic management plan for mowing cemetery pathways, involving the movement of the ride-on mower on and off internal roadways to access cemetery pathways.

Traffic management shall be undertaken in accordance with the latest version of Australian Standards for the use of traffic control devices for works on roads, the requirements of any Acts or Regulations relevant to traffic control and any codes of practice or guidelines issued by the Department for Transport, Energy and Infrastructure.

10.14. Audit Process

All cemetery pathways will be randomly audited against the specification and results will be provided to the contractor. Where work under the contract is out of specification, it will be the contractor's responsibility to make good at their expense.

10.15. Labour, Plant And Materials

The Contractor shall be responsible for the provision of its own labour, plant and materials required to complete the works in accordance with the contract.

10.16. Payments

GST component is required in a monthly invoice and on receipt of a tax invoice, an equal payment will be made.

11 Schedule of Rates

11.1. Pricing Principles

The Registrant represents that the price it charges to the Authority for a Product or Service will be no less favourable than the price paid by any other purchaser of a substantially similar product or service from the Registrant in similar circumstances.

The Registrant shall ensure that all its Associates shall provide or allow the same discounts under this Contract. For the avoidance of doubt, nothing in this clause prevents the Associates from allowing greater discounts than those allowed under this Contract.

All prices will be inclusive of all delivery and other related charges, but exclusive of GST.

11.2. Payment Schedule and Invoicing Requirements

The contractor will be required to submit an invoice for payment to the Authority after delivery of products. Registrants must note that payment will be subject to the Authority's satisfaction with the quality and timeliness of respective milestones. Invoices are to be sent to:

Contact Person: Finance Officer
Department: Finance
Address: 760 Goodwood Road
Telephone: (08) 8275 6011
Facsimile: (08) 8275 2266
Email: accounts@centpark.org.au

ATTACHMENTS

ATTACHMENT A1 - SUMMARY OF COSTS

Contract Amount Per Schedule

A - Category A Cemetery Mowing
(Exclusive of GST)

.....

B – Category B Derrick Gardens
(Exclusive of GST)

.....

C - Category C Cemetery Mechanical Edging
(Exclusive of GST)

.....

D - Category D Cemetery Spray edging
(Exclusive of GST)

.....

TOTAL GST
TOTAL PER YEAR

Signature of Tenderer

.....

Date

.....

Witness's Signature

.....

Date

.....

ATTACHMENT A2 - INFORMATION ON THE TENDERER

All information supplied will be treated as strictly confidential.

DETAILS:

Business Name

Address

.....

Telephone No Fax No.....

Mobile No

E-mail
.....

EXPERIENCE:

(A) Work at hand at date

Project	\$ of project	Expected date of completion	Value completed	Name of person project for

(B) Work completed in the last 2 years

Project	\$ of project	Expected date of completion	Value completed	Name of person project for

(C) List of any other works previously undertaken

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(D) Personnel employed

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ATTACHMENT A3 - SCHEDULE OF RATES

CATEGORY A – CEMETERY MOWING

TASK	DAYS	HOURLY RATE (EXC. GST)	DAILY COST (EXC. GST)	COST TO COMPLETE TASK (EXC. GST)
Cemetery Beam Mowing – Additional cut	Monday to Friday			
Cemetery Beam – Additional Mechanical Edge	Monday to Friday			
Cemetery Beam – Additional chemical edge	Monday to Friday			

Signature of Tenderer

.....

Date

.....

Witness's Signature

.....

Date

ATTACHMENT A4 - REGISTRANT'S OFFER

The Registrant must acknowledge in their Offer that:

- All relevant information has been included and attached to the Offer;
- The Offer is complete and has addressed all of the requirements set out in this Invitation to Tender;
- The Registrant has read and understood the requests.

Registrant's Legal Details:		
Legal Name:		
ABN/ACN:		
Street Address:		
Suburb:		
State:		Postcode:
Telephone:		
Facsimile:		
Email Address:		
Web Page Address:		
Postal Address:		
Suburb:		
State:		Postcode:

Signed by the Registrant's Representative:	
Signature:	
Date:	
Full Name:	
Position:	

Witness	
Signature:	
Date:	
Full Name:	
Position:	

Attachments			
Schedule of Rates	Y/N	Environment Statement	Y/N
Insurance Certificate of Currency	Y/N	Quality Assurance	Y/N
Responses to Specifications	Y/N	Other	

ATTACHMENT A5 - FORMAL INSTRUMENT OF AGREEMENT

Project.....

Principal.....

.....(ACN).....

Contractor.....

.....(ACN).....

Date of agreement.....

This Contract is signed
for and on behalf of the
Principal by:

.....
(signature)

.....
Full name (print)

Witness:

.....
(signature)

.....
Full Name (print)

This Contract is signed
for and on behalf of the
Contractor by:

.....
(signature)

.....
Full name (print)

For Schedules

A.....
(signature)

B.....
(signature)

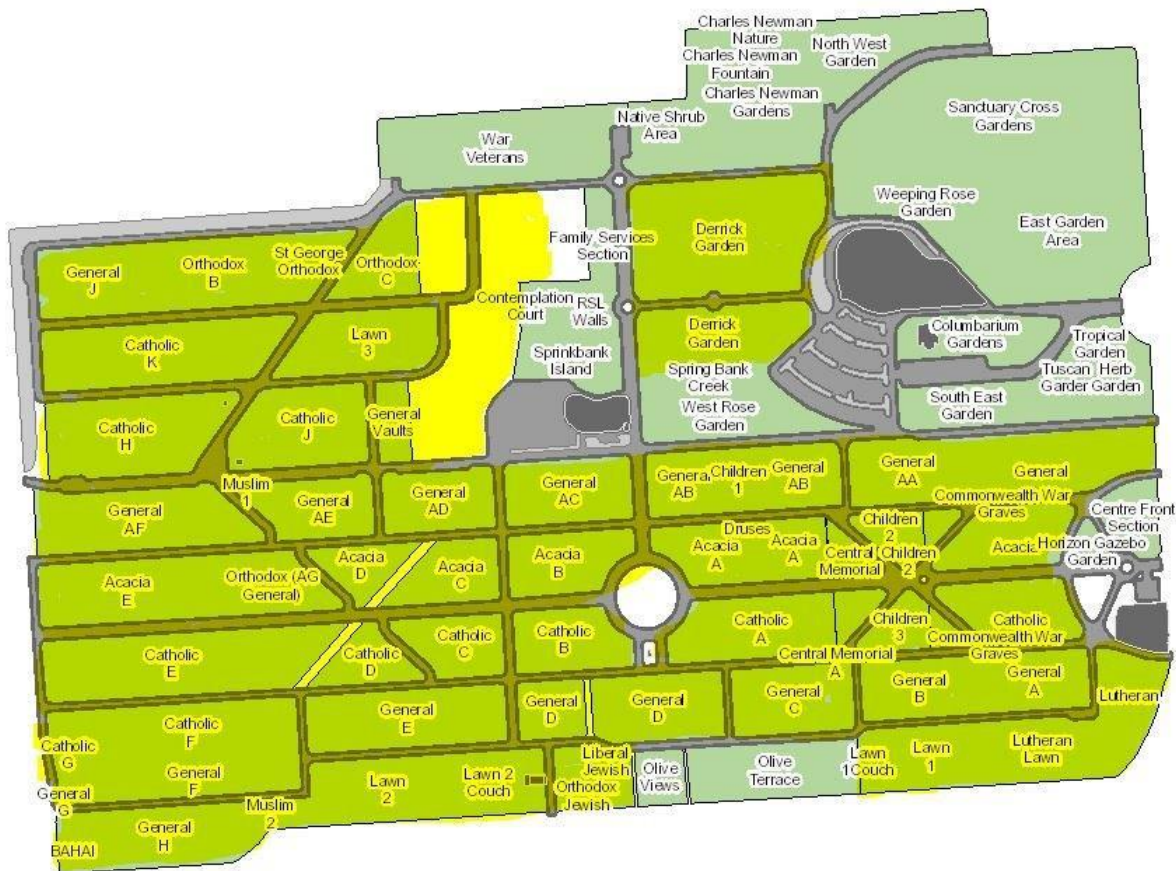
C.....
(signature)

Witness:

.....
(signature)

.....
Full Name (print)

ATTACHMENT A6 - LOCALITY MAP



ATTACHMENT A7 - WEEKLY CEMETERY PATH MAINTENANCE, DEFECTS AND DAMAGE REPORT

To be completed and forwarded to Superintendent by the close of business every Monday (Tuesday after public holidays)

Fax 8275 2266

Date at start of period: ___/___/___

Report Completed by: _____

Date	Cemetery section and Path Number	Description of Maintenance task undertaken, Defect or Damage Identified	Has Defect or Damage been reported as a Major Defect/Damage?

- Major defects/damage must be reported immediately to Centennial Park on telephone 8276 6011. It is the contractor's responsibility to isolate/close the facility as considered necessary prior to the repair(s) being completed.

ATTACHMENT A8 - SAFE WORK INSTRUCTION

COLLECTION AND DISPOSAL OF SHARPS

	<u>PROCESS STEP</u>	<u>DETAILS</u>	<u>SPECIAL INSTRUCTIONS</u>
1.	Collecting Sharps	Use tongs	Do not use hands, if tongs are not available use pliers – Pick up on plunger end. Gloves MUST be worn.
2.	Disposal	Using tongs, place sharps directly into sharps container and secure	Containers kept in or on motor vehicles, must be kept in a secure location.
3.	Sharps Container	Sharps container to be returned to Superintendent when full	No forcing of sharps into full container
4.	Replacement Container	New containers will be issued when full containers are handed in.	