

C6081

**Road Maintenance Performance Contract (RMPC)
Invitation to Offer**

April 2015

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1 Introduction

Through this Invitation to Offer, the Principal is requesting an offer to provide road maintenance on the Network included within this document.

2 Definitions and interpretations

In these conditions and rules and in the Offer Documents (as defined), all words and expressions shall have the meaning assigned to them in the *Road Maintenance Performance Contract (RMPC) General Conditions*, and the words and expressions defined here shall have the meanings assigned here to them, except where the context otherwise requires.

Term	Definition
Offer	An Offer by the Offerer to perform the services in accordance with the offer documents.
Offerer	Any person who submits an Offer to the Principal pursuant to the uncompleted form C6094.
Offer Documents	The documents listed in Table 7 which are issued by the Principal to the Offerer for the purpose of inviting the Offerer to make an Offer.

Any reference to 'Clauses' and 'Parts' are references to clauses and parts of this Invitation to Offer.

Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

Words importing a gender include every gender.

3 Compliance with laws and other requirements

The Offerer must comply in all aspects with:

- a) legislative requirements
- b) any applicable government code, policy or guideline
- c) any current Australian/New Zealand standard and, where an Australian/New Zealand standard does not exist, the relevant and current International Standard (ISO) shall apply.

The *Queensland Procurement Policy 2013* and the *Queensland Code of Practice for the Building and Construction Industry* (the Queensland Code) (where indicated in the Offer Documents) applies to this procurement process.

4 General

All liability for stamp duties shall be with the Principal.

Offers must be in writing on a duly completed form C6094, supplemented by other nominated signed and dated documents.

There shall be no adjustment to the Total Contract Amount as a result of fluctuations in the cost of labour and material during the Contract Period except that where materials are being purchased in a competitive environment and:

- a) are subject to substantial price changes

- b) such changes have a significant effect on the Total Contract Amount

the Principal may consider a price adjustment.

Any Offer or altered Offer shall remain open for acceptance by the Principal for a period of three months.

5 Objectives

The objectives of the proposed Contract are to:

- a) provide a safe and serviceable network for users
 - i. create a sustainable network using asset preservation principals
- b) obtain greater value from the existing funding using:
 - i. an holistic approach to asset management
 - ii. innovation
- c) build the Department of Transport and Main Roads' asset management knowledge and skills.

6 Scope of works

The scope of work within these Contracts covers:

- a) all pavement-related routine maintenance
- b) roadside signage and furniture maintenance
- c) vegetation management
- d) minor drainage and culvert maintenance
- e) incident management, including after hours and emergency call outs
- f) flood damage initial response works where the works are emergency in nature only and not restoration works
- g) environmental corridor management – this includes such items as graffiti control, litter control, some herbicide spraying, fire breaks and some vegetation control
- h) inspection and monitoring of the road Network
- i) Work with the department in providing asset management services for maintenance and rehabilitation activities.

These services are to be provided for the National Highway Network and the Other State-Controlled Network.

Activities considered out of scope are:

1. route lighting
2. network and traffic management systems — the Contractor will be required to manage the traffic safely through any work Sites
3. programmed line marking — the Contractor will be responsible for line marking associated with any routine maintenance
4. bridge and major culvert rehabilitation

5. other transport infrastructure maintenance – this includes tunnel mechanical/electrical, lift maintenance and so on
6. annual network condition surveys.

7 Schedules to be completed

The Offerer must complete the Network and/or individual Schedule(s) by providing the unit rates to perform the Activity quantities as denoted in the Schedule(s) and in accordance with the Activity Standards (either defined in the Principal's *Guidelines for Undertaking Routine Maintenance* or contained in the Offerer's Quality Plan). The quantities of the Activities and the associated Intervention Level(s) for the Schedule(s) will have been established in the Joint Maintenance Requirement Assessment. Table 7 summarises the Schedule requirements.

The Network Schedule Total(s) and the Total Contract Amount must not exceed the amount(s) as advised by the Principal.

Table 7 – Schedule requirements

No.	Section	Requirements	Schedule no.
1	Conditional Agreement	Mandatory	C6094
2	Schedule Summary	Mandatory	C6084.1
3	Network Schedule	Mandatory	C6084.2
4	Minor Works Schedule	Mandatory	C6084.3
5	Standing Offer Rates	Mandatory	C6086
6	Dayworks Schedule	Mandatory	C6087
7	Programmed Expenditure Flow	Mandatory	C6088
8	Intervention Level/Response Time Schedule	Mandatory	C6095
9	Queensland Code compliance	See C6094 for requirement	C6810.S6
10	ISO 9001: 2008 Quality management systems – Requirements or <i>Implementation Plan for Evidence Guide</i>	Mandatory	C6089
11	Quality Plan	Mandatory	
12	Environmental Management Plan (Maintenance) (EMP Maintenance)	Mandatory	
13	Safety Plan	Mandatory	

8 Agreement Negotiation

The Principal may enter into oral or written negotiations with the Offerer after the opening of the Offer.

Where the Offerer or Principal is prepared to amend or add to the Offer Documents, this must be done in writing. Where such an amended Offer is made, any Offer previously lodged will remain unaffected and open for acceptance in accordance with Clause 4.

In particular, if the Network Schedule Total(s) exceeds the indicative Network Schedule Total(s), the parties will negotiate to reconcile the difference by a consideration of:

- a) the appropriateness of the offered rates (includes reflection of the previously agreed productivity target and comparison with the statewide benchmarks of rates for each Activity)
- b) whether the quantities should be varied (with commensurate adjustment of Intervention Level(s))
- c) whether Activity Standards should be modified
- d) whether the indicative Network Schedule Total(s) should be varied.

Where the Principal and the Offerer agree, the parties will both sign form C6094. The parties, on signing the Conditional Agreement, must indicate whether any ratification of the Conditional Agreement is required and, if ratification is required, the latest date for such ratification.

If ratification is not required, the Contract will come into effect on the date of the signing of the Conditional Agreement or other nominated date. Where ratification is required, the Contract will come into effect on the date of the last dated ratification notice or other nominated date.

9 Resolution of non-agreement

Where the parties have not been able to reach agreement before the start date of the Contract Period (in the Conditional Agreement), then:

- a) where the Offerer is a Local Government Authority, Partners in Government Agreement will be activated
- b) where the Offerer is a Service Delivery Unit, the person nominated as the Referee in the Conditional Agreement will, after notice from one or both of the parties, make a final decision on the matter after convening a meeting where both parties must provide information requested by the Referee.

Where a matter is referred in accordance with this Clause 9, the parties shall perform the Contract in accordance with the rates, terms and conditions that applied in the previous Contract Period (subject to retrospective changes).

Subject to this Clause 9, if no agreement is reached within three months of the start of the Contract Period, the Contract will be deemed to be terminated and the rates for the previous Contract Period will apply to any completed work up to that date.

10 Goods and Services Tax

Where the Contractor is a Local Government Authority, agreements must include a separate lump sum amount in form C6084.1, which represents the federal goods and services tax (GST) that applies to the goods and services to be provided by the Contractor.

Individual rates and lump sums in the Network Schedules, Minor Works Schedules and Daywork Schedules must not include any allowance for GST.

