



# **REQUEST FOR QUOTATION**

## **Internal Audit Services**

### **SECTIONS 1 – 5**

<b>RFQ Number:</b>	
<b>RFQ Title:</b>	<b>Internal Audit Services</b>
<b>RFQ Closing Date:</b>	<b>4.00pm 14th June 2017</b>
<b>RFQ Coordinator:</b> (For enquiries)	Name: <b>Graeme Haley</b> Email: <b>tender@rwcc.nsw.gov.au</b>
<b>Address for Delivery:</b>	<b>Electronic Submission</b> Quotations marked ' <b>Internal Audit Services</b> ' may be submitted electronically via <b>tender@rwcc.nsw.gov.au</b> by the closing date and time.  <b>Or</b>  <b>Hard copy Submission</b> Quotes marked ' <b>Quotation - Internal Audit Services</b> ' must be lodged in the tender box at Council Offices 91-93 Hammond Ave, Wagga Wagga or by post to PO Box 456, Wagga Wagga NSW 2650 by the closing date and time.

## TABLE OF CONTENTS

INDEX No.		PAGE No.
<b>1</b>	<b>CONTRACT OVERVIEW</b> .....	<b>1</b>
	1.1 SCOPE OF SERVICE .....	1
	1.2 SPECIFICATION OF SERVICES .....	1
	1.3 QUOTE ATTACHMENTS .....	2
	1.4 PRICING INCLUSIONS .....	2
	1.5 CLOSING DATE .....	2
	1.6 QUOTATION LODGEMENT .....	2
	1.7 HARD COPY LODGEMENT OF QUOTATIONS.....	3
<b>2</b>	<b>ASSESSMENT OF QUOTATIONS</b> .....	<b>3</b>
	2.1 ASSESSMENT OVERVIEW .....	3
<b>3</b>	<b>QUOTATION ACCEPTANCE</b> .....	<b>4</b>
	3.1 ACCEPTANCE.....	4
	3.2 CLARIFICATION OR ADDITIONAL INFORMATION .....	4
	3.3 CONDITIONS OF CONTRACT.....	4
<b>4</b>	<b>GENERAL CONDITIONS OF RFQ</b> .....	<b>4</b>
	4.1 ALTERNATIVE QUOTATIONS .....	4
	4.2 QUOTATION ALTERATIONS .....	5
	4.3 INTERPRETATION ON SPECIFICATION OF REQUIREMENTS .....	5
	4.4 INFORMATION SUPPLIED BY COUNCIL .....	5
	4.5 INFORMATION SUPPLIED BY VENDOR .....	5
	4.6 PUBLICITY.....	5
	4.7 CANVASSING OF COUNCILLORS AND COUNCIL OFFICERS .....	5
	4.8 IDENTITY OF THE VENDOR .....	6
	4.9 QUOTATION FORMAT .....	6
	4.10 LATE QUOTATIONS .....	6
	4.11 NON – COMPLIANT QUOTATION .....	6
	4.12 OWNERSHIP OF QUOTATION.....	6
	4.13 QUOTATION WITHDRAWAL.....	7
	4.14 VENDOR DECLARATION.....	7
	4.15 INCONSISTENCY OF TERMS AND CONDITIONS.....	7
	4.16 UNETHICAL OR INAPPROPRIATE CONDUCT .....	7
	4.17 COUNCIL POLICIES .....	8
	4.18 PRIVACY ACT .....	8
	4.19 DISCLOSURE OF CONTRACT INFORMATION .....	8
	4.20 PROHIBITION OF ILLEGAL WORKERS .....	9
	4.21 NON COMPLIANCE WITH REGULATIONS AND LAWS .....	9
	4.22 QUALITY & ENVIRONMENTAL ASSURANCE.....	9
	4.23 EMPLOYEES AND CONTRACTORS AGENTS .....	10
	4.24 CONFIDENTIALITY OF DATA AND CONFLICT OF INTEREST .....	10
	4.25 SUB-CONTRACTING AND ASSIGNMENT .....	10
<b>5</b>	<b>SCHEDULE 1 CONTRACT PARTICULARS – CONTRACT FOR SUPPLY OF SERVICES</b> .....	<b>10</b>

# **1 CONTRACT OVERVIEW**

## **1.1 SCOPE OF SERVICE**

The scope of this quotation is for the supply and delivery of Internal Audit Services for Riverina Water County Council for a period of four (4) years.

## **1.2 SPECIFICATION OF SERVICES**

In order to assist potential vendors in resource allocation and calculating applicable fees and charges for this quotation, following is a list of requirements for this service.

- The Contractor will be required to coordinate the internal audit program of Riverina Water County Council, including monitoring / reporting prior internal audit progress, coordinating the preparation of internal audit business papers.
- The Contractor will be required to provide internal audit services for a minimum term of 4 years.
- The Contractor will be required to provide a rolling program of internal audits as directed by Council's Audit Committee.
- The Contractor will be required to attend a minimum of 4 Audit Committee meetings per year (February, May, August and November) for a minimum duration of 2 hours.
- The Contractor will be required to present both written and oral reports to the Audit Committee.
- The Contractor will be required to provide written reports to the Audit Committee detailing the findings of each internal audit review commissioned. Each report must include (but not limited to) a report background, objectives, scope, approach, observations, findings, conclusions and recommendations and management response.
- The Contractor will be required to submit an annual (August) draft internal audit review program for the Audit Committee's review.
- The Contractor will be required to liaise with Council's statutory external auditor on aspects of the internal work undertaken.
- The Contractor will be required to undertake audit assignments that are consistent with the internal audit review program.
- The Contractor will be required to identify emergent or urgent issues (where applicable) and provide necessary reporting, detailing the issues identified and any associated risks. Where required, the Contractor must also reference the Act, Regulations, Code, Standard, etc. applicable to the issues identified. An appropriate recommendation, detailing the action/s required to resolve or address the issue must also be included.
- The Contractor will be required to identify the appropriate areas of 'best practice' that may apply to the applicable audit or in the absence of a recognised 'best practice' system; Contractors must provide the appropriate strategic direction.
- The Contractor will be required to identify areas of risk arising from an audit and shall also provide recommendations on appropriate risk management strategies for review by the Audit Committee.
- The Contractor must comply with all Standards, Codes of Ethics, etc. stipulated by the Australian Institute of Internal Auditors at all times during the provision of services specified in this Quotation.

- The Contractor must comply with all WHS responsibilities applicable to the works described in this Contract as stipulated by the relevant Act and Regulations 2001.
- **The Vendor is to provide an outline of how the above elements will be delivered in their submissions.**

For the purpose of ensuring a complete understanding of the requirements of this contract a list of all internal reviews undertaken since 2012 has been included to provide vendors an understating of Councils expectations (Attachment 4).

### 1.3 QUOTE ATTACHMENTS

The following attachment provides important information relating to this RFQ. Each attachment must be read in conjunction with this RFQ.

ATTACHMENT No	DESCRIPTION	REVISION	DATE
1	Conditions of Quotation	Rev A	10/5/17
2	Conditions of Services Contract	Rev A	10/5/17
3	WHS Compliance Pack	V2.0	8/3/16
4	Internal Audit Project History		11/5/17
5	Internal Audit Committee Charter		11/12/15

### 1.4 PRICING INCLUSIONS

Unless otherwise stated, prices shall include all levies, duties, fees, taxes and charges applicable to the services described in the Specification.

Any additional costs not stated in the Quotation will not be allowed as a charge for any transaction under any resultant Contract unless otherwise agreed to by the Council.

### 1.5 CLOSING DATE

Time: 4.00pm  
Date: 14<sup>th</sup> June 2017

A Quotation received after the closing time and date will not be considered.

### 1.6 QUOTATION LODGEMENT

Quotations marked '**Internal Audit Services**' may be submitted electronically via **tender@rwcc.nsw.gov.au** by the closing date and time.

Or

Or in hard copy as follows:

## 1.7 HARD COPY LODGEMENT OF QUOTATIONS

Quotations and other documentation can also be printed and lodged in 'hard copy' format.

Please note when lodging a Quotation in 'hard copy' format, the Quotation must be in a sealed envelope and be clearly marked 'Quotation - Internal Audit Services'.

'Hard copy' Quotations may be lodged either in person or by mail.

Quotations lodged in person are to be submitted through the Council **Tender Box** located at the following address.

**Riverina Water County Council Office**

91-93 Hammond Ave,  
WAGGA WAGGA, NSW 2650

Quotations lodged by mail are to be addressed as follows.

**Riverina Water County Council**

**PO Box 456**  
**WAGGA WAGGA NSW 2650**

**IMPORTANT NOTICE:** When electing to submit a hard copy Quotation, an accompanying electronic copy of the Quotation in a compatible disk format must also be submitted.

Where the Quotation is sent by mail or courier, the Vendor must allow sufficient time to ensure the Quotation arrives before the nominated closing date and time. Council accepts no responsibility for documents that are lost in the post or misplaced in transit.

## 2 ASSESSMENT OF QUOTATIONS

### 2.1 ASSESSMENT OVERVIEW

Council will undertake all Quotation assessments based on the core principals of 'Best Value for Money'. When assessing Quotations, Council will ensure that the best available outcome has been achieved by considering both the Qualitative and Quantitative aspect of each Quotation over the whole procurement lifecycle.

In selecting a preferred Vendor, Council is not bound to accept the lowest quoted price nor will the lowest quoted price be accepted as the "best value for money".

The successful Vendor will be the Vendor that Council determines:

- a) is fully capable of undertaking the contract; and
- b) whose Quotation represents 'best value for money'.

Council is committed to community and business growth and will seek to incorporate social benefit into all council procurement within the context of purchasing on a value for money basis. Vendors are encouraged to include in their responses details of local supply content and community benefit.

The local region for the purpose of procurement, tendering and contract management is to be interpreted as the Riverina Water County area

### **3 QUOTATION ACCEPTANCE**

#### **3.1 ACCEPTANCE**

The Council shall not be bound to accept the Quotation offering the lowest cost to Council or where a Quotation does not satisfactorily meet the Qualitative requirements of the Quotation (as determined by Council at its absolute discretion).

Where Council does not accept any Quotation, Council may at its absolute discretion invite new Quotations.

#### **3.2 CLARIFICATION OR ADDITIONAL INFORMATION**

In addition to any other requirements set out in the RFQ documentation, Council may, before a Quotation is accepted, require a Vendor to:

- a) clarify any aspect of the Quotation including submitted prices and/or rates; and
- b) provide additional information necessary to fully evaluate the Quotation.

Failure to comply with a request by Council for further information or to clarify any aspect of the Quotation within the time frame specified by Council may, result in the Quotation being deemed non-compliant.

#### **3.3 CONDITIONS OF CONTRACT**

The Contract is a per hour rates based contract and is not subject to rise and fall provisions.

This contract will be governed by the conditions of the attached Contract for *Supply of Services* Refer Section 4.26 & Attachment 1

### **4 GENERAL CONDITIONS OF RFQ**

#### **4.1 ALTERNATIVE QUOTATIONS**

A Vendor may submit an alternative Quotation which must be relevant to the provision of the required services. All alternative Quotations must be set out in a separate section and clearly marked as an 'Alternative Quotation'.

The alternative Quotation may also include alternatives or variations to the Specification that may be applied to the provision of services stated in the RFQ.

Vendors shall clearly state the manner in which the alternative Quotation differs from that specified including any additional information that will assist Council in assessing the alternative Quotation.

A Vendor submitting an alternative Quotation must also submit a complying Quotation.

Council is not bound to accept any alternative Quotation or any alternatives or variations and may at its absolute discretion; reject any alternative Quotation as being non-compliant.

#### **4.2 QUOTATION ALTERATIONS**

No explanation or amendment of the RFQ documents shall be recognised unless in the form of a written addendum issued by Council.

#### **4.3 INTERPRETATION ON SPECIFICATION OF REQUIREMENTS**

The Vendor must check and must ensure the accuracy of all relevant information provided in the Specification before proceeding with the provision of these Services. Contractors shall not be entitled to any extra cost resulting from their failure to obtain measurements and other information pertaining to the described services.

#### **4.4 INFORMATION SUPPLIED BY COUNCIL**

Council does not represent or warrant, that information made available in this RFQ is fully complete and details all conditions. Council is not responsible for any interpretations, deductions and conclusions made by the Vendor from the information made available in this RFQ. The Vendor shall accept full responsibility for its interpretations, deductions or conclusions.

#### **4.5 INFORMATION SUPPLIED BY VENDOR**

The Vendor must disclose to Council any information relevant to past history of the supply of similar services by the Contractor or by a related entity (including any director of a corporate entity) in relation to breaches of law, investigations or disciplinary action that has resulted in the loss or early termination of a contract or the imposition of any reprimand or penalty (financial or otherwise).

#### **4.6 PUBLICITY**

The Vendor must not furnish any information or issue any document or other written or printed material relating to this RFQ for publication in any of the media without the prior written approval of the Council.

#### **4.7 CANVASSING OF COUNCILLORS AND COUNCIL OFFICERS**



If a Vendor canvasses a Councillor or Council Officer with a view to influencing the acceptance of any Quotation made by it or any other Vendor, then regardless of such canvassing having any influence on the acceptance of such Quotation, Council may at its discretion omit the Quotation from consideration.

#### **4.8 IDENTITY OF THE VENDOR**

The identity of the Vendor is fundamental to the Council.

The Vendor shall be the person, persons, corporation or corporations named as the Vendor in the Quotation. Upon acceptance of the Quotation by Council the Vendor will become the Contractor.

#### **4.9 QUOTATION FORMAT**

The Quotation and such other documents required to be submitted shall be completed in full and where applicable, upon the forms provided. The Quotation shall be submitted in the specified format in accordance with the terms and conditions of the RFQ.

Incomplete Quotations may be deemed non-compliant and eliminated from the assessment process.

#### **4.10 LATE QUOTATIONS**

Any Quotation received after the specified Closing Date and Time will not be accepted.

Quotations received after the Closing date and Time will be returned to the Vendor in accordance with Council's Procurement Policy and deemed non-compliant.

#### **4.11 NON – COMPLIANT QUOTATION**

Any Quotation found to be not in compliance with any Section or Condition stated in the RFQ or contains provisions not required, or allowed by the RFQ may be declared by Council as a non – compliant Quotation.

#### **4.12 OWNERSHIP OF QUOTATION**

All documents, materials, articles and information submitted by the Vendor as part of or in support of a Quotation shall become upon lodgement (post, person or electronic method), the absolute property of the Council and will not be returned to the Vendor at the conclusion of the RFQ process.

Despite anything to the contrary, Council recognises that the Vendor shall be entitled to retain copyright and other intellectual property rights contained in the Quotation.

#### **4.13 QUOTATION WITHDRAWAL**

In the event that a Vendor requests to withdraw a Quotation already submitted to Council for assessment, such request shall not be recognised by Council unless formal notification of the withdrawal is received by Council within five business days of the closing date of the RFQ.

#### **4.14 VENDOR DECLARATION**

The Vendor is required to complete the Vendor's Declaration form. In doing so the Vendor acknowledges that:

- all terms and conditions including any specific requirements of the RFQ, have been read and understood;
- all information contained in the Quotation is true and correct; and
- the Quotation has been completed in full as per the conditions of the RFQ.

#### **4.15 INCONSISTENCY OF TERMS AND CONDITIONS**

In the event of there being any conflict or inconsistency between the conditions in this RFQ and those in the Contract between the Vendor and Council, the terms and conditions appearing in the Contract shall have precedence to the extent of the inconsistency.

#### **4.16 UNETHICAL OR INAPPROPRIATE CONDUCT**

A Vendor will be disqualified from submitting a Quotation if Council is of the opinion that the Vendor's conduct (including the conduct of its agents and employees) in connection with the RFQ amounts to unethical or inappropriate conduct.

For the purposes of this Section, unethical or inappropriate conduct shall include but not be limited to:

- a) misleading or deceptive conduct in relation to their Quotation or this RFQ;
- b) any collusion, anti-competitive conduct, or other unlawful or unethical conduct with any other Vendor, or any other person in connection with the preparation of their Quotation or this RFQ;
- c) the receipt of improper assistance of employees or former employees of Council;
- d) any attempt to solicit information from or improperly influence related persons of Council, client of Council or violate any laws or Council policies regarding offering inducements in connection with Council's procurement processes; and/or
- e) any act of an unethical or improper manner or contrary to the law.

In addition to any other remedies available at law or any Agreement, Council reserves the right, in its absolute discretion, to reject a Quotation lodged by a Vendor that has acted or is believed to have acted in contravention of this Section.

If a Vendor suspects corrupt conduct by any other party they may give written notice of their concern to the Quotation Coordinator or General Manger. Council will then respond to the Vendor in accordance with its Complaints Management Policy.

#### **4.17 COUNCIL POLICIES**

This RFQ is subject to the following Council Policies.

- Model Code of Conduct for Local Councils in NSW (Department of Local Government);
- Purchasing Policy;
- Work Health & Safety Policy.
- Statement of Business Ethics.

Copies of these policies and procedures can be obtained from the Council by contacting the Quotation Co-ordinator or via Council's website.

#### **4.18 PRIVACY ACT**

The *Privacy and Personal Information Protection Act 1998* (Privacy Act) provides for the protection of personal information, and for the protection of privacy of individuals generally through codes of practice for the appropriate collection, retention, use, correction, disclosure and transfer of personal information by private sector organisations.

Vendors should note that the Agreement requires the successful Vendor to comply with the Privacy Act and the Privacy Code of Practice for Local Government including the Information Protection Principles as they relate to local government.

Vendors should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation on their participation in this Request for Quotation and any subsequent agreement.

#### **4.19 DISCLOSURE OF CONTRACT INFORMATION**

Documents and other information relevant to the contract may be disclosed when required by law under the Government Information (Public Access) Act 2009 (GIPA Act) or under a Court order.

The GIPA Act gives certain rights to members of the public to access information in Council's possession concerning contracts between the private sector and Council. Access is limited by exceptions and exemptions necessary for the protection of essential public interests and the private business affairs of persons in respect of whom information is collected and held by Council.

For the avoidance of doubt, Council discloses that it considers the publication of Quote Responses to be in the public interest. This may include the publication in Council Reports and/or publication on its website of details of all Vendors' particulars together with information, including, but not limited to, price.

Vendors should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation.

#### **4.20 PROHIBITION OF ILLEGAL WORKERS**

Vendors should note that it is Council Policy not to Contract with Vendors engaging illegal workers.

Vendors should obtain, and will be deemed to have obtained their own advice on the impact of this condition on their participation in this RFQ process.

#### **4.21 NON-COMPLIANCE WITH REGULATIONS AND LAWS**

Vendors should note that it is Council policy that Council must not enter into contracts with Vendors who have had an adverse Court or Tribunal decision for a breach of workplace relations law, occupational health and safety law or workers' compensation law and the Vendor has not fully complied, or is not fully complying, with the relevant decision.

For the purposes of this clause:

- Council will only take into consideration breaches occurring in the five years preceding the 'closing date' of the RFQ.
- An 'adverse Court or Tribunal decision' includes any penalty or order of a Court or Tribunal with which the Vendor has not complied or is not complying. It does not extend to infringement notices issued by workplace inspectors or a provisional improvement notice issued by an occupational health and safety inspector.
- A decision or order that the Vendor has not fully complied with does not include those instances where a penalty or order has been imposed but the period for payment/compliance has not expired.
- A decision or order that the Vendor has not fully complied with does not include adverse Court or Tribunal decisions which have been rectified or are under appeal. Where an appeal period has not expired and the Vendor indicates an intention to appeal (as part of its Fair Work Principles Warranty), that Vendor will be regarded as if they have lodged an appeal.
- A 'Court or Tribunal' includes all courts, tribunals and commissions etc., howsoever named that are empowered by law to adjudicate and issue binding decisions or orders in respect of workplace relations law, occupational health and safety law, or workers' compensation law.

#### **4.22 QUALITY & ENVIRONMENTAL ASSURANCE**

Council supports Vendors who have acceptable quality and environmental assurance systems.

Preference will be given to Vendors who are accredited by a third party in accordance with:

- Aus./NZ Standard ISO 9000 series; and
- Environmental Standard ISO 14000 series.

#### **4.23 EMPLOYEES AND CONTRACTORS AGENTS**

##### **Conduct of Employees and Community Relations**

The Contractor must ensure that all employees and sub-Contractors conduct themselves towards Council employees and all members of the public in a civil and inoffensive manner and carry out their duties at all times with minimum inconvenience and disturbance to others and without causing any nuisance

The Contractor acknowledges that as a public authority, Council owes obligations to the general public and its ratepayers. The contractor shall deal with the community in a helpful and positive manner so as to avoid and minimise community complaints. Any complaints received by the Superintendent. The contractor will cooperate with Council in managing and resolving and complaints

##### **Appearance of Employees**

The contractor must ensure that its employees and sub-Contractors are appropriately attired commensurate with the nature of their duties.

#### **4.24 CONFIDENTIALITY OF DATA AND CONFLICT OF INTEREST**

In the process of collecting and using information of the Contractor may have access to certain Council information. All data accessed by or collected by the Contractor shall at all times be kept confidential and not disclosed to any party without the prior approval of Council. The Contractor or the Contractor's business must not use the information for any personal gain.

If, at any time the Contractor, employee or representative of the Contractor has any potential, or actual conflict of interest, personal or business, in a part of the service, then the interest shall be declared in writing to the Superintendent for decision.

#### **4.25 SUB-CONTRACTING AND ASSIGNMENT**

##### **Contractor to provide information**

Pursuant to the General Conditions of Contract as amended, with any application for the consent of the General Manager or sub-contracting of any of the Contractor's rights and obligations under this contract. The Contractor must provide such information as may be required by the General Manager including, but not limited to. Satisfactory evidence that the proposed assignee or sub-contractor will be capable of performing the rights and obligations of the Contractor under this Contract intended to be sub-contracted or assigned.

##### **Change of Beneficial Ownership**

For the purpose of this contract an assignment or sub-contracting of any of the work under the contract will include any change in the beneficial ownership of the share capital of the Contractor if it is a company, which has the effect of altering the effective control of the Contractor.

#### **5 SCHEDULE 1 CONTRACT PARTICULARS – CONTRACT FOR SUPPLY OF SERVICES**

Refer RFQ Attachment 1 for General conditions of this contract

### Particulars

<b>Item 1</b> <b>Description of Services</b>	Internal Audit Services
<b>Item 2</b> <b>Commencement date</b>	July 2017
<b>Item 3</b> <b>Termination Date</b>	July 2020
<b>Item 4</b> <b>Security Bond</b> <i>Specify the amount and whether or not it is a cash deposit or a bank guarantee.</i>	Nil
<b>Item 5</b> <b>Insured Amount</b>	<ul style="list-style-type: none"> <li>a) Public Liability Insurance with a minimum liability of no less than \$20,000,000</li> <li>b) Workers Compensation Insurance for all employees</li> <li>c) Professional Indemnity Insurance with a minimum liability of no less than \$10,000,000</li> <li>d) Any other insurance policy relevant to the provision of these services</li> </ul>
<b>Item 6</b> <b>Term</b>	4 years
<b>Item 7</b> <b>Delivery Address</b>	91 Hammond Ave, Wagga Wagga NSW 2650
<b>Item 8</b> <b>Delivery Hours</b>	As required to fulfil contract
<b>Item 9</b> <b>Purchase Price, fees, costs and reimbursable expenses (and where relevant specify the unit price)</b>	Nominate Or refer to attached pricing schedule Ref:...
<b>Item 10</b> <b>Performance Criteria</b>	Refer to quotation document
<b>Item 11</b> <b>Specifications</b>	Refer to quotation document
<b>Item 12</b> <b>First Delivery Date</b>	N/A

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**Item 13** 14 June 2017

**Quotation Date**

(Include the Request for Quote reference number)

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**Item 14** N/A

**Option Term**

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**Contact details**

**Contractor**

Contact Person: **nominate**  
Phone: **nominate**  
Fax: **nominate**  
Email: **nominate**  
Postal address **nominate**

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**Contact details**

**Council**

Contact Person: **Graeme Haley**  
Phone: **02 6922 0608**  
Fax: **02 6921 2241**  
Email: **tender@rwcc.nsw.gov.au**  
Postal address **PO Box 456, Wagga  
Wagga NSW 2650**