



# Request

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**REQUEST TITLE:**

**Mandogalup Improvement Scheme**

**REQUEST NUMBER:**

**DPLH100419**

**CLOSING TIME:**

**2:30 PM (WST), Thursday 11 July 2019, Western Australia**

**ISSUED BY THE CUSTOMER:**

**Department of Planning, Lands and Heritage**

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# PART A – REQUEST NO DPLH100419

## 1. INTRODUCTION

### 1.1 BACKGROUND

The Department of Planning, Lands and Heritage (the Department) has state-wide responsibility for the planning for future communities. The Department plays a vital role in improving the quality of life of all Western Australians. We plan the cities and towns in which we live and the transport routes that connect us to our jobs, friends and places of recreation. We generate thousands of direct and indirect jobs through the planning approval process.

Further information on the Department is available at [www.dplh.wa.gov.au](http://www.dplh.wa.gov.au).

The Department also provides professional and technical support and administrative services and resources to the Western Australian Planning Commission (WAPC).

The Department, on behalf of the WAPC, is seeking the services of a suitably qualified and experienced consultant to prepare an improvement scheme as detailed in this Request.

### 1.2 SUBMISSION OF OFFER

#### 1.2.1 HAND AND POST LODGEMENT

Offers may not be submitted by hand and post.

#### 1.2.2 FACSIMILE LODGEMENT

Offers may not be submitted by facsimile.

#### 1.2.3 ELECTRONIC LODGEMENT

The Respondent must submit the Offer electronically by uploading at: [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au).

Tenders WA can facilitate the uploading of files to a maximum 100MB limit per upload request.

The Respondent must be registered to submit an offer electronically.

#### 1.2.4 Conditions regarding the submission of Offers (including late lodgement and mishandling) are contained in the Request Conditions.

### 1.3 OFFER VALIDITY PERIOD

The Offer Validity Period is for a period of four (4) months.

### 1.4 TENDERS WA

The Respondent may register (free) for the Tenders WA website to ensure that the complete Tender has been downloaded including any and all addenda.

## 1.5 CONTACT PERSONS

Different enquiries can be best dealt with by the most appropriate contact, shown below.

The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

### **CONTRACTUAL AND ROUTINE ENQUIRIES:**

Name: Sheridan Gore  
Title: Principal Procurement Consultant  
Telephone: 6551 9606  
E-mail: Sheridan.gore@dplh.wa.gov.au

### **ADVICE ON USING TENDERS WA:**

Name: Procurement Systems Support  
Telephone: (08) 6551 2020

## 1.6 REQUEST CONDITIONS

The "Request Conditions" are contained in the Part A of the *Request Conditions and General Conditions of Contract* [October 2018] located at [www.finance.wa.gov.au](http://www.finance.wa.gov.au) (select Government Procurement, then select "Goods and Services Templates, Guides and Conditions of Contract" from the Quick Links menu) and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

## 2. SELECTION PROCESS

### 2.1 SELECTION PROCESS

Value for Money is a key State Supply Commission policy objective to ensure that when purchasing products and/or services, Public Authorities achieve the best possible outcome, for every dollar spent, by assessing the costs and benefits of, and the risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining Value for Money, the Contract Authority or Customer will:

- a). apply relevant State Supply Commission and Government policies to the assessment of Offers;
- b). require Offers to meet the Pre-Qualification Requirements in Section 3 in Part B;
- c). assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
- d). assess Offers against the Qualitative Requirements in Section 5 in Part B;
- e). assess Offers against the Insurance Requirements in Section 6 in Part B; and
- f). assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

The determination of Value for Money will require a consideration of all of the above factors and any other matters that the Contract Authority or Customer considers relevant.

### 2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES

The following State Supply Commission policies apply to this Request:

- a). Value for Money;
- b). Probity and Accountability;
- c). Open and Effective Competition; and
- d). Sustainable Procurement.

The following Government policy applies to this Request:

- a). Buy Local Policy; including the Addenda.

The Buy Local Policy can be viewed and downloaded at [www.ssc.wa.gov.au](http://www.ssc.wa.gov.au) or copies of these policies are available from the State Supply Commission (telephone (08) 6551 1500).

## SCHEDULE 1 - CUSTOMER CONTRACT DETAILS

1. <b>Customer</b>	The Customer is specified on the front page of this Request.
2. <b>The Term of the Customer Contract</b>	The Term will commence on the Commencement Date and will expire when the Services have been supplied in accordance with Clause 6 of the General Conditions.
3. <b>Commencement Date</b>	The Customer will notify the Contractor of the Commencement Date in the Letter.
4. <b>Price Variation</b>	The Price is fixed for the Term.
5. <b>Public Liability</b>	Public liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Services for an amount of not less than <b>\$20 million</b> for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
6. <b>Professional Indemnity</b>	<p>Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of <b>\$1 million</b> for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.</p> <p>Professional indemnity insurance required under this clause must include:</p> <ol style="list-style-type: none"> <li>a) fraud and dishonesty;</li> <li>b) defamation;</li> <li>c) infringement of intellectual property rights;</li> <li>d) loss of or damage to documents and data; and</li> <li>e) breach of Australian Consumer Law.</li> </ol>
7. <b>Workers' Compensation</b>	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i> , including cover for common law liability for an amount of not less than <b>\$50 million</b> for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i> .
8. <b>Contract Management Requirements</b>	<p><b><u>Customer's Representative</u></b> To be advised upon Award.</p> <p><b><u>Reporting</u></b> As per item 2.4 of Schedule 2 – Specification / Statement of Requirements.</p> <p><b><u>Meetings</u></b> As per items 2.2 and 2.4 of Schedule 2 – Specification / Statement of Requirements.</p> <p><b><u>Key Performance Indicators</u></b></p> <ul style="list-style-type: none"> <li>• The submission of all deliverables within the timeframes as specified in Schedule 2 of this Request and the Project Plan, and as agreed with the Customer during the course of the Contract.</li> <li>• Final deliverables are to be delivered to the standards as agreed between the Contractor and the Customer. Where the Customer's Representative deems that the final product is below the requisite standard, the Contractor will make all reasonable attempts to rectify and resubmit within three (3) business days.</li> </ul> <p>Measurement of performance will also be based on assessments made by the</p>

**PART A CUSTOMER CONTRACT DETAILS - RESPONDENT TO READ AND KEEP THIS PART A**

	Customer's Representative, as to the quality, accuracy and reliability of information provided by the Contractor.
<b>9. Confidential Information</b>	For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential.
<b>10. Police Clearance</b>	Clause 18.4 of the General Conditions applies.
<b>11. Confidential Declaration – Prevention of Paedophilia</b>	Clause 18.5 of the General Conditions does not apply.
<b>12. Warranties</b>	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
<b>13. Intellectual Property Owner</b>	Clause 23.1 (a) of the General Conditions applies.
<b>14. Working Papers</b>	Clause 23.1 (e) of the General Conditions applies.
<b>15. Publicity</b>	For the purposes of clause 24.4 of the General Conditions, no other Public Authority is specified.
<b>16. Government Policies</b>	For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.

# SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS

## 1. STATEMENT OF REQUIREMENTS

Improvement Plan 47: Mandogalup (IP47) (Attachment 1), gazetted on 12 April 2019, affects approximately 330 hectares of land in the Mandogalup locality in the City of Kwinana. The IP47 land is zoned Rural and Urban Deferred under the Metropolitan Region Scheme (MRS). The IP47 land is bound by Rowley Road to the north and Anketell Road to the south. The Kwinana Freeway is to the east, and the Alcoa residue storage area and Kwinana Industrial Area (KIA) is to the west.

IP47 describes the purpose and defines the boundary of the plan area.

The purpose of IP47 is to enable the WAPC to advance the planning of and development within the plan area, and includes authorising the preparation of an improvement scheme by the WAPC. Once gazetted, the improvement scheme has the full force and effect to the scheme area, and any other planning scheme in effect cease to apply.

The Contractor is required to prepare the improvement scheme for the IP47 area and in doing so must undertake the following:

- Preparation of background studies and technical investigations;
- Assessment of development scenarios;
- Preparation of a land use plan;
- Drafting of an improvement scheme; and
- Extensive stakeholder engagement and consultation throughout the process.

## 2. SPECIFICATION

### 2.1 Scope of Services/Project

The Contractor shall deliver the required services in three (3) stages:

- Stage 1: Project Inception
- Stage 2: Background Studies and Technical Investigations and Development Scenarios
- Stage 3: Land Use Plan and Improvement Scheme

#### **STAGE 1. PROJECT INCEPTION**

Following award of the Contract, in Stage 1, the Contractor will be required to:

- i. Attend an inception meeting with the Customer and subsequently finalise the Project Plan that outlines key task requirements, methodology, milestones and timeframes for each project stage and task; and
- ii. Prepare and deliver a final Stakeholder Engagement Strategy that provides a detailed strategy to engage stakeholders throughout the project.



### i. **Project Plan**

The Project Plan must include a clear methodology and timeframes to deliver the project, including the draft Land Use Plan, draft Improvement Scheme, background studies and technical investigations, and consultation. The Project Plan is to include, as a minimum, the following:

- An outline of the proposed methodology for all tasks of Stages 2 and 3;
- An indicative timeframe for delivery of each project milestone and deliverable, including an indication of time that is required for each task. The timeline should identify potential risks to project delivery and provide strategies to mitigate these risks; and
- The level of resourcing that will be required to undertake the deliverables and meet the milestones associated with each task and Stage.

### ii. **Stakeholder Engagement Strategy**

The Stakeholder Engagement Strategy must identify the key stakeholders that should be consulted and the proposed approach for engagement and consultation as relevant to each Stage and/or task of the project.

The Stakeholder Engagement Strategy must include, but not be limited to, the following:

- i. A complete list of the stakeholders to be engaged during Stages 2 and 3;
- ii. A description of the engagement/consultation processes that will be utilised to progress each project task as required (e.g. phone calls, face-to-face meetings and/or group workshops, and written and electronic formats);
- iii. A timeline showing engagement/consultation;
- iv. Identification of the risks associated with consultation undertaken during each part of the project and strategies to manage these; and
- v. Provision for the Contractor to manage stakeholder and community communications throughout the project.

## **STAGE 2. BACKGROUND STUDIES AND TECHNICAL INVESTIGATIONS AND DEVELOPMENT SCENARIOS**

In Stage 2, the Contractor will be required to:

- i. Prepare a suite of background studies and technical investigations to identify relevant planning and environmental considerations; and
- ii. Prepare three development scenarios (rural, urban and industrial, or a combination of land uses) based on the background studies and technical investigations, for the WAPC to consider and determine a preferred development scenario.

### i. **Background Studies and Technical Investigations**

The background studies and technical investigations prepared by the Contractor must be suitable to support the assessment of the development scenarios and the preparation of the draft Land Use Plan and draft Improvement Scheme and must include the following:

### *Flora and Fauna Assessment*

The Contractor is required to undertake the Flora and Fauna Assessment in accordance with the applicable Environmental Protection Authority guidelines and legislation, in consultation with the relevant state environmental agencies. The Flora and Fauna assessment is anticipated to involve both desktop and field components.

### *District Water Management Strategy*

The Contractor is required to prepare a District Water Management Strategy in accordance with the State Planning Policy 2.9 Water Resources and relevant guidelines, in consultation with Department of Water and Environmental Regulation.

### *Transport Assessment*

The Contractor is required to prepare a Transport Assessment following the WAPC's *Transport Impact Assessment Guidelines for Development, Volume 2 – Structure (August 2016)*, in consultation with Main Roads Western Australia, Department of Transport, City of Kwinana and the Department. The Transport Assessment is to have regard to the direction provided by the Westport Strategy in relation to future port facilities and the supporting supply chain in the area.

### *Infrastructure and Engineering Services Assessment*

The Contractor is required to prepare an Infrastructure and Engineering Services Assessment to consider the existing site conditions and services, and identify constraints and opportunities for land use and development. The site conditions to be addressed include geology, topography, contamination. The infrastructure and services to be considered include water, power, sewer, gas and telecommunications. The gas component is to include a risk assessment for the Dampier to Bunbury Natural Gas Pipeline in accordance with Draft Development Control Policy 4.3 - Planning for High-pressure Gas Pipelines. The assessment is to identify any necessary upgrades in service capacity to enable development, including indicative staging for the provision of this infrastructure.

### *Land Demand and Market Analysis*

The Contractor is required to prepare a Land Demand and Market Analysis to review existing available data, studies and context relating to land supply and demand, including an analysis of local demographics, population projections and economic development. The work is to include a market analysis of supply and demand for potential future land uses.

### *Bushfire Management Plan*

The Contractor is required to prepare a Bushfire Management Plan for the IP47 subject area in accordance with State Planning Policy 3.7 – Planning in Bushfire Prone Areas.

### *Noise Impact Assessment*

The Contractor is required to prepare an acoustic assessment to identify the existing or likely extent of any road noise issues (particularly freight traffic noise) on existing or proposed sensitive land uses, in accordance with Draft State Planning Policy 5.4 – Road and Rail Transport Noise and Freight Considerations in Land Use Planning. The assessment is to include recommended mitigation

measures where noise levels are above relevant standards. A Noise Management Plan may be required.

#### *Ethnographic and Aboriginal Heritage Assessment*

The Contractor is required to prepare a Heritage Assessment, including any necessary referral and consultation processes, in respect of the Aboriginal Heritage Act 1972, Heritage Act of Western Australia 1990; and State Planning Policy 3.5 - Historic Heritage Conservation.

#### *Land Use Planning and Context*

The Contractor is required to prepare a Land Use Planning and Context report, to address the surrounding land use context including the planning framework, and existing and proposed land uses.

#### *Additional studies*

The Contractor may identify, or be requested to undertake, additional related projects/studies during the term of the Project. The Contractor will be requested to provide a quote (using the rates provided in Schedule 3 – Pricing below) should these additional services be required. Written approval is required prior to commencement of any additional studies.

### **ii. Development Scenarios**

The development scenarios (rural, urban and industrial, or a combination of land uses) to be prepared by the Contractor are to be informed by the background studies and technical investigations and must identify (as a minimum):

- Proposed land use/s;
- Stages for development;
- Indicative road layout;
- District water/drainage network;
- Open space and environmental network/framework;
- Bushfire management (response);
- Heritage issues;
- Relationships to adjacent land uses, including identification and response to sensitive uses; and
- Infrastructure services.

The Customer will consider the three development scenarios and stakeholder feedback received to determine the preferred development scenario.

### **STAGE 3. LAND USE PLAN AND IMPROVEMENT SCHEME**

In Stage 3, the Contractor will be required to:

- i. Develop the preferred development scenario into a draft Land Use Plan; and
- ii. Prepare an Improvement Scheme comprising the scheme text and map.

### i. Draft Land Use Plan

The Contractor is required to prepare a draft Land Use Plan to reflect the preferred development scenario, and to inform the preparation of a draft Improvement Scheme. The draft Land Use Plan should address the following:

- Site conditions and constraints;
- Interface issues and land use compatibility;
- Regional and local movement networks;
- Proposed land uses, zoning and reserves;
- Land use permissibility;
- Development and subdivision requirements;
- Guidance on staging of development;
- Infrastructure protection, provision, coordination, servicing and staging plans;
- Water and drainage management; and
- Items for inclusion in a potential future developer contribution plan.

The format and content of the draft Land Use Plan is to generally align with the WAPC's Structure Plan Framework (WAPC, 2015) and a structure plan is not intended to be adopted for the IP47 subject area. The Land Use Plan will be used as the basis of the draft Improvement Scheme.

### ii. Draft Improvement Scheme

The Contractor is required to prepare a draft Improvement Scheme, comprising scheme text and map, in accordance with the *Planning and Development Act 2005* and the *Planning and Development (Local Planning Schemes) Regulations 2015*, including referral requirements under the *Environmental Protection Act 1986* and the *Heritage Act 1990*. Following the adoption of the draft Improvement Scheme, the Customer intends to advertise and finalise the Improvement Scheme as a separate process, and does not form part of the current Request requirements.

## 2.2 Stakeholder Consultation

Stakeholder engagement and consultation is a key component of the project to be undertaken by the Contractor. The Contractor will be required to manage engagement with a range of key stakeholders at all stages of the project, including but not limited to:

- Landowners;
- Local Governments;
- State Government agencies;
- Industry members;
- Peak bodies;
- And other affected parties as appropriate.

The Contractor will also be expected to manage any public advertising requirements including collation and consideration of submissions received. The method and strategies for engagement will be outlined in detail as part of the Contractor's Stakeholder Engagement Strategy.

## **2.3 Governance and Project Management**

The governance and project management arrangements for the project comprises the following structure:

### **i. Project Team**

A Project Team will be established comprising key representatives of DPLH and the Consultant team. The Project Team will be led by the DPLH Project Manager.

### **ii. Project Control Group**

A Project Control Group (PCG), consisting of senior staff and executive management of the DPLH, will be responsible for project controls, including: management of appointed consultants and contracts; monitoring and reporting against project deliverables; and (as required) progress reporting to committees. The PCG will report on corporate projects and initiatives that may impact upon the project and will provide senior leadership and advocacy for the proposed draft Land Use Plan and draft Improvement Scheme and accompanying technical studies. The PCG will report any relevant decisions or outcomes to the Consultant.

### **iii. Project Reference Group**

The Project Reference Group (PRG) will be established by the Project Team. The project PCG will consist of representatives of State government agencies and the City of Kwinana. This group will meet at times identified in the approved Project Plan and the Stakeholder Engagement Strategy. Stakeholders may be added or removed as necessary throughout the course of the Contract. The Consultant will be required to liaise with the PRG throughout the course of the project.

### **iv. WAPC**

The Consultant will be required to present at WAPC meetings at decision points in the project (to be identified in the Project Plan and Stakeholder Engagement Strategy). The DPLH Project Manager will be responsible for reporting and coordination of any presentations that may be required to the WAPC.

## **2.4 Meetings and Reporting**

The Contractor must attend a project inception meeting at the Department's Perth Metropolitan premises within ten (10) days of the Contract award. The purpose of the meeting will be to discuss the project scope, tasks, deliverables and timeframes, or any other matters, prior to the commencement of the project.

Following the inception meeting and commencement of the project, the Contractor will be required to attend monthly project update meetings and provide progress reports to the Customer.

The Contractor will be required to present at WAPC meetings and should allow for at least four (4) WAPC meetings in the Offer.

The Contractor may also be required to attend PCG and PRG meetings from time to time. The Contractor should allow for at least six (6) PCG/PRG meetings.

The Contractor is required to inform the Customer of any real or potential issues identified during the course of the Contract.

## **2.5 Location of the Services**

The Contractor will be required to attend meetings at the Department's Perth Metropolitan premises (140 William Street, Perth) and the premises of other key stakeholders. It is not anticipated that the Contractor will be required to travel outside of the Perth Metropolitan area in delivering the services.

## **2.6 Available Data**

In delivering the services, the Contractor must have regard for the following:

- *Planning and Development Act 2005*;
- *Planning and Development (Local Planning Schemes) Regulations 2015*;
- Structure Plan Framework (WAPC, 2015);
- Metropolitan Region Scheme;
- Relevant Western Australian Planning Commission strategies, policies and guidelines, including the South Metropolitan Peel Sub-regional Planning Framework (WAPC, 2018);
- Relevant City of Kwinana planning policies and strategies;
- Advice prepared by the Environmental Protection Authority (consideration of potential health and amenity impacts of dust in determining the size of a buffer for urban development in the Mandogalup area) and any subsequent advice;
- Advice prepared by the Department of Water and Environmental Regulation;
- Existing and proposed structure planning for the study area and surrounds; and
- Requirements of other applicable legislation.

## **2.7 Public Communications**

In accordance with Clause 24.4 of the General Conditions, all material related to paid or unpaid public communication and promotion relating to the project, including media releases, advertising and social media commentary must be reviewed for approval by the Department prior to release. The Department will advise the Contractor on branding, content, credits and timing of release for the material.

The Department will seek approval from relevant stakeholders for all proposed communication and promotional material. Corporate material prepared by the Contractor that relates to the progress or outcome of the project must be approved before release by the Contractor.

The Contractor should supply the draft report for public comment and final report as either a packaged InDesign file or Word file, as required. All draft and final documents must conform to State Government content, branding, design and accessibility guidelines.

## 2.8 Milestones and Timeframes

The below milestones have been developed for the delivery of the services and are linked to the Payment Schedule (see Schedule 3 – Pricing). It is expected that the services shall be fully delivered within **eighteen (18) months** of the Contract award.

Milestone #	Description
1	Project Inception Meeting
2a.	Delivery of final Project Plan and Delivery of a draft Stakeholder Engagement Strategy
2b.	Delivery of final Stakeholder Engagement Strategy
3a.	Delivery of draft Background Studies and Technical Investigations
3b.	Delivery of final Background Studies and Technical Investigations
4	Delivery of Development Scenarios
5	Endorsement of Preferred Development Scenario by WAPC
6	Delivery of draft Land Use Plan and draft Improvement Scheme for initiation

## 2.9 Format of Deliverables

For each deliverable, and in line with the Project Timeframes established in the Project Plan, the Contractor is to provide:

- An initial draft copy in an electronic format (Microsoft Word 2010 or later), including the shapefiles; and
- A final version of the reports, which are to incorporate the comments and proposed edits from the initial draft copy in electronic format (Microsoft Word 2010 or later) including the shapefiles.

The approval of draft deliverables may require review and updates which, depending on the nature of the changes required, may be iterative.

## 2.10 Standards and Performance Criteria

The deliverables provided by the Contractor must be fit- for- purpose, free from errors and of a standard capable of withstanding public scrutiny. The work is also to comply or be consistent with the relevant legislation, particularly the *Planning and Development Act 2005* and the *Environmental Protection Act 1986*.

# PART B – CONTENT REQUIREMENT AND RESPONDENT’S OFFER

PART B SHOULD BE COMPLETED BY THE RESPONDENT AND RETURNED TO THE CONTRACT AUTHORITY OR CUSTOMER (REFER ‘SUBMISSION OF OFFER’ REQUIREMENTS OF CLAUSE 2.1 IN THE REQUEST CONDITIONS).

## 1. NOTE TO RESPONDENT

In preparing its Offer, the Respondent must:

- a). address each requirement in the form set out in this Part B;
- b). take into account the Customer Contract requirements, as explained in the Customer Contract Details. The Respondent must read these in conjunction with the General Conditions.
- c). in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples;
- d). assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other Public Authority; and
- e). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

## 2. IDENTITY OF RESPONDENT

The Respondent must provide the following details:

<b>RESPONDENT TO COMPLETE:</b>	
(a) Name of Legal Entity:	.....
(b) ACN (if a company):	.....
(c) Registered address of Company or address of principal place of business if no registered address:	..... .....
(d) Business Name:	.....
(e) ABN:	.....
(f) Contact Person:	.....
(g) Contact Person Position Title:	.....
(h) Email:	.....
(i) Telephone:	.....
(j) Address and email for service of contractual notices:	..... .....

**NB: The Offer does not require the Respondent’s signature.**



### 3. PRE-QUALIFICATION REQUIREMENTS

There are no pre-qualification requirements for this Request.

### 4. COMPLIANCE AND DISCLOSURE REQUIREMENTS

The Contract Authority or Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from the Customer Contract Details and/or General Conditions.

#### a) Compliance

##### (i) Customer Contract

<p>The Respondent must confirm whether it will comply with the Customer Contract (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract, the Respondent must set out:</p> <p>(A) the clause it will not comply with;</p> <p>(B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract; and</p> <p>(C) the reason for non-compliance.</p> <p><b>RESPONDENT TO COMPLETE:</b></p> <p>Does the Respondent agree to the Customer Contract?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>If no, provide details:</p>	

##### (ii) General Conditions / Schedules

<p>The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out:</p> <p>(A) the General Condition / Schedules it will not comply with;</p> <p>(B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions / Schedules; and</p> <p>(C) the reason for non-compliance.</p> <p><b>RESPONDENT TO COMPLETE:</b></p> <p>Does the Respondent agree to the General Conditions/Schedules?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>If no, provide details:</p>	

b) **DISCLOSURES**(i) **Participants (including subcontractors)**

<b>RESPONDENT TO COMPLETE:</b>	
Is the Respondent acting as an agent or trustee for another person or persons?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	
<b>AND</b>	
Is the Respondent acting jointly or in association with another person or persons?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	
<b>AND</b>	
Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	

(ii) **Criminal Convictions**

The Respondent must confirm that neither the Respondent nor any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.	
<b>RESPONDENT TO COMPLETE:</b>	
Has the Respondent or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	

(iii) **Conflict of Interest**

The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.

Where the Respondent declares an actual, potential or perceived conflict of interest or the Customer becomes aware of the existence of such a conflict, the Respondent must set out:

- (A) the nature of the conflict of interests; and
- (B) the approach and strategies to be employed to mitigate the risks of this conflict.

This information may be taken into account by the Customer in determining whether to reject or the accept the Respondent's Offer as suitable for evaluation.

**RESPONDENT TO COMPLETE:**

Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If yes, provide details:

(iv) **Small Business, Australian Disability Enterprise (ADE) and/or Aboriginal Business****RESPONDENT TO COMPLETE:**

Respondent is required to disclose whether it is a:

- (A). small business that employs less than twenty (20) people; and/or

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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- (B). registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: <http://buyability.org.au/directory/>; and/or

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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- (C). registered Aboriginal business – the business is to be registered on the Aboriginal Business Directory WA at: <http://www.abdwa.com.au/> and/or on Supply Nation's Indigenous Business Direct at <http://supplynation.org.au/>.

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If Yes, registered on:

- Aboriginal Business Directory WA
- Supply Nation's Indigenous Business Direct
- Both

The Respondent should note that its response to this Compliance and Disclosure Requirement:

- (A) will be used by the Department of Finance for statistical purposes only;

and

(B) will not be used by the Customer in its evaluation of the Offer.

## 5. QUALITATIVE REQUIREMENTS

The Contract Authority or Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements.

The Qualitative Requirements are not weighted equally. Refer to the % weighting (xx% weighting) for each Requirement listed below.

### a). PROPOSED APPROACH AND METHODOLOGY (40% WEIGHTING)

The Respondent must:

- (i) Demonstrate how the proposed Services meet the description set out in Schedule 2 - Specification / Statement of Requirements;
- (ii) Demonstrate an appreciation and understanding of the requirements of the Request and the Respondent must provide an outline of its proposed methodology and approach. Details of the methodology should include:
  - (A) A draft Project Plan showing the scope of work/requirements broken into components including timeframes and the estimated number of hours required to complete each component of the requirements;
  - (B) A stakeholder engagement and consultation approach that will form the basis of the Stakeholder Engagement Strategy;
  - (C) Details of the roles of the Specified Personnel and an estimated percentage of time spent by each in completing the requirements;
  - (D) A description of critical issues, and quality control mechanisms used in undertaking the requirements.

#### RESPONDENT TO COMPLETE:

Respondent to demonstrate suitability of proposed Services.

Or  **Details attached** (please tick ✓)

**b). SPECIFIED PERSONNEL AND SUBCONTRACTING ARRANGEMENTS (30% WEIGHTING)**

The Respondent must provide details of all Specified Personnel, including proposed subcontractors, including:

- (i) Detail on the skills and industry experience of all proposed Specified Personnel, including proposed subcontractors (if applicable), and should specifically address how their experience relates to the requirements set out in Schedule 2 – Specification / Statement of Requirements;
- (ii) A brief Curriculum Vitae (CVs) (of a maximum of two pages) for each Specified Personnel, including any proposed subcontractors;
- (iii) The availability of the Specified Personnel for the proposed duration of the Contract; and
- (iv) Details of contingency plans should any of the Specified Personnel become unavailable for any period during the Contract term.

**RESPONDENT TO COMPLETE:**

Respondent to provide the Specified Personnel and subcontractor information required under this clause.

Or  **Details attached** (please tick ✓)

**c). CAPACITY AND DEMONSTRATED EXPERIENCE OF THE ORGANISATION (30% WEIGHTING)**

The Respondent must:

- (i) Demonstrate that it has the organisational capacity to perform the Customer Contract;
- (ii) Demonstrate its expertise in the development of strategic land use plans/ structure plans, the provision of statutory planning instruments and in leading consultation activities and stakeholder management;
- (iii) Provide details of at least three (3) contracts for similar services provided for other clients, ideally within the last five (5) years. The Respondent must provide:
  - (A) A detailed description of the Products and / or Services provided;

- (B) Similarities between the previous contracts and this Request;
- (C) When the previous contracts were performed; and
- (D) The outcome of the previous contracts.

**RESPONDENT TO COMPLETE:**

Respondent to provide the demonstrated experience information required under this clause.

Or  **Details attached** (please tick ✓)

**d). REFEREES (NOT WEIGHTED)**

The Respondent must also provide a minimum of [2] referees in respect of the contracts detailed in criteria (c) above. Referee details must include:

- (A) The referee's name and position;
- (B) Company name;
- (C) The contact telephone number and email address; and
- (D) The contract or project title.

## 6. CUSTOMER CONTRACT INSURANCE REQUIREMENTS

The Respondent must demonstrate that it has the insurances required under Schedule 1 - Customer Contract Details.

### RESPONDENT TO COMPLETE

Does the Respondent have the insurance requirements set out in Schedule 1 - Customer Contract Details?

(Yes / No)

If yes, the Respondent must complete the following table:

	Insurer	ABN	Policy No	Insured Amount	Expiry Date	Exclusions, if any
Public Liability Insurance						
Professional Indemnity						
Workers' Compensation including common law liability of \$50 million						

***Copies of Certificates of Currency for the above insurances must be included in the Respondent's Offer.***

OR

If no, does the Respondent confirm that prior to being awarded a contract, they will obtain the insurance policies set out in Schedule 1 - Customer Contract Details before the Commencement Date?

(Yes / No)

If no, the reasons why.

## SCHEDULE 3 – PRICING

The Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

### a). OFFERED PRICE AND PRICE SCHEDULE

- (i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.
- (ii) The Respondent must state the basis of its Offered Price in Australian Dollars.
- (iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.
- (iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

TASKS	NOMINATED SPECIFIED PERSONNEL			COST		
	Activity / Task	Name	Role	No. of Hours	Hourly Rate (Inc GST)	Total Cost (Inc GST)
<b>Project Inception</b>						
<i>*Add additional lines as required</i>					\$	
<b>Subtotal</b>						\$
<b>Stage 1 - Project Plan and Stakeholder Engagement Strategy</b>						
					\$	\$
<b>Subtotal</b>						\$
<b>Stage 2 – Preparation of Background Studies and Technical Investigations, and Development Scenarios</b>						
					\$	
					\$	
<b>Subtotal</b>						\$
<b>Stage 3 – Draft Land Use Plan and Draft Improvement Scheme</b>						
					\$	\$
<b>Subtotal</b>						\$
<b>Other Costs – Please Specify</b>						
					\$	\$
					\$	
<b>Subtotal</b>						\$
<b>TENDER TOTAL</b>						\$



### Rates for Additional Services

The below rates are to apply for any additional services requested beyond those required under this Request. Any additional work must be approved in writing by the Customer prior to commencing.

PERSONNEL	POSITION	HOURLY RATE (INC GST)
		\$
		\$
		\$
		\$

### b). PAYMENT SCHEDULE

Payment will be made to the Contractor when the deliverables in the following project milestones have been completed to the satisfaction of the Customer. Milestone percentage payments will be applied to the lump sum figures provided in Schedule 3 – Pricing (a) above.

The Contractor must send project invoice accompanied by an invoice breakdown (in table format) to the Customer's representative at the identified milestones for contract payment purposes.

The Contractor shall invoice the Customer on completion and approval of each milestone deliverable. Approval must be sought and obtained from the Customer should there be any additional work required prior to commencing. Any additional work undertaken which is not previously approved by the Customer, will not be payable.

PAYMENT NUMBER	PAYMENT % OF TOTAL CONTRACT VALUE	MILESTONE / DELIVERABLES
1	25%	Completion of Milestone 2(b) – delivery of final Project Plan and Stakeholder Engagement Strategy
2	25%	Completion of Milestone 3(b) – delivery of final Background Studies and Technical Investigations
3	25%	Completion of Milestone 4 – delivery of Development Scenarios
4	25%	Completion of Milestone 6 – delivery of draft Land Use Plan and draft Improvement Scheme