



REQUEST FOR TENDER

Request for Tender (RFT)	Preparation of a Local Planning Strategy for the Shire of Moora
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Deadline:	4.00pm (WST) Monday 25 October 2019
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Address for Delivery:	<p>Chief Executive Officer Shire of Moora 34 Padbury Street Moora WA or PO Box 211 Moora WA 6510 or Email: procurement@moora.wa.gov.au</p> <p>FACSIMILE TENDERS WILL NOT BE ACCEPTED</p>
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RFT Number:	RFT 04/19
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1. CONDITIONS OF TENDERING

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Principal seeks to appoint a suitably qualified and experienced Consultant to prepare a Local Planning Strategy for the Shire of Moora in accordance with Part 3 of the *Planning and Development (Local Planning Schemes) Regulations 2015* and the guidance provided in the Western Australian Planning Commission's *Local Planning Manual 2010*.

Submissions will be assessed in accordance with the Assessment Criteria and Evaluation Methodology detailed within this Request for Tender and a preferred Consultant appointed.

1.2 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender;
Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitutes or evidences the final and concluded agreement between the Principal and the Consultant;
Consultant:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 1;
Letter of Engagement:	Means the letter from the Principal to the Consultant whereby the Consultant is engaged to provide the Services;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	The Shire of Moora
RFT or Request for Tender or Request:	This document;
Requirements:	The services requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Special Conditions:	The additional contractual terms;
Specification:	The Statement of Requirements that the Principal requests you to provide if selected;
Tender:	Completed Offer form, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tender Period:	The time between advertising the Request and the Deadline;

1.3 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- a) Part 1 – Conditions of Tendering (read and keep this part);
- b) Part 2 – Specification (read and keep this part);
- c) Part 3 – Proposed Conditions of Contract (read and keep this part);
- d) Part 4 – Tenderers Offer & Response (complete and return this part with all supporting documentation);
and
- e) Part 5 – Attachments (complete and return Schedules A to E)

1.4 GENERAL CONDITIONS OF CONTRACT

The applicable General Conditions of Contract, as referred to in this Request, are the Australian Standard AS4122 – 2010 General Conditions of Contract for Consultants (the “General Conditions of Contract”). These General Conditions of Contract are not provided with this Request and are available from www.saiglobal.com. Tenderers are to ensure they have read and understood the General Conditions of Contract and shall include in their fees the cost of complying with the General Conditions of Contract.

1.5 HOW TO PREPARE YOUR TENDER

- a) Carefully read all parts of this document.
- b) Ensure you understand all the requirements.
- c) Ensure you provide a response to all the Selection Criteria.
- d) Lodge your Tender before the Deadline.
- e) For any assistance please contact the Contact Person nominated in Clause 1.6 of this Request.

1.6 CONTACT PERSON

Tenderers are advised that any information provided to any Tenderer during the course of this Request for Tender, by the Shire of Moora, will also be provided to all other Tenderers if in the opinion of the Shire of Moora, such information is considered to be materially relevant to the Request for Tender process.

RFT Enquiries	
Name:	Alan Leeson
Position:	Chief Executive Officer

1.7 TENDER BRIEFING/SITE INSPECTION

Not applicable.

1.8 LODGEMENT OF TENDER AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this request is:

4.00pm (WST) Monday 25 October 2019

a) TENDER SUBMISSIONS

Tenderers must ensure that all electronic submission files are clearly named with:

- The Principal's Tender Number (RFT 04/19)
- Tenderer's Name

The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat (PDF) or Microsoft Office applications. These can be loaded onto a USB and submitted/lodged at the Shire of Moora 34 Padbury Street, Moora 6510. Alternatively, tenders can be emailed to procurement@moora.wa.gov.au

All pages should be numbered consecutively, and the Tender must include an index.

Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file, such documentation shall be fully cross referenced to the appropriate section of the submission.

Tenderers are responsible for ensuring they have completed the lodgement of their Tender document correctly. Tenderers will receive a successful lodgement email notification from procurement@moora.wa.gov.au to confirm the tender has been successfully submitted to the nominated electronic tender box (RFT 04/19).

In submitting Tenders electronically, Tenderers represent that they have taken reasonable steps to ensure that Tender response files are free of viruses, worms, or other disabling features which may affect the Principal's computing environment. Tenders found to contain virus, worms or other disabling features may be excluded from the evaluation process.

It is recommended that electronic submission commence at least sixty (180) minutes prior to the closing time. The Principal will not be held responsible for incomplete submissions received electronically. Incomplete submissions may be rejected from consideration.

b) HARD COPY SUBMISSIONS

The Tender is to be:

- **Placed in a sealed envelope clearing endorsed with the tender number and title as shown on the front cover of this Request; and**
- Delivered by hand and placed in the Tender Box located at the Shire of Moora Administration Centre, 34 Padbury Street, Moora (by the Tenderer or the Tenderer's private agent); or
- Sent through the mail to the Chief Executive Officer, Shire of Moora PO Box 211, Moora WA 6510.

Service may only be affected by placement in the Tender Box. Tenders sent by post shall be posted at a time that will ensure delivery and placement in the Tender Box prior to the Deadline. The Principal will not be responsible for ensuring that posted submissions are placed in the Tender Box prior to the Deadline.

The Shire of Moora Administration Centre is open between the hours of 9.00am and 4.30pm Monday to Friday, expect public holidays.

Tenderers must ensure that they have provided three (3) signed copies of their Tender (one to be marked "ORIGINAL", the other(s) to be marked "COPY"). Any brochures or pamphlets must be attached to the original and the copies.

The original must be unbound and clipped (not stapled). Copies must be bound. All pages must be numbered consecutively, and the Tender must include an index.

Tenderers must submit their Tender in a way that allows clear identification of information to be considered for each evaluation criterion.

1.9 REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that it is not submitted before the Deadline and *may* be rejected without consideration of its merits in the event that;

- a) It is not submitted at the place specified in the Request; or
- b) It fails to comply with any other requirements of the Request.

1.10 LATE TENDERS

Tenders received after the Deadline will not be accepted for evaluation.

1.11 ACCEPTANCE OF TENDERS

The Principal is not bound to accept the lowest or any Tender and may reject any or all Tenders submitted.

1.12 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or advice that no Tender was accepted.

1.13 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.14 ALTERNATIVE TENDERS

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER". For an Alternative Tender to be considered, it must be accompanied by a conforming Tender.

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.15 TENDERERS TO INFORM THEMSELVES

Tenderers will be deemed to have:

- a) Examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) Satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the Requirements described therein;
- d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) Satisfied themselves they have a full set of the Request documents and all relevant Attachments.

1.16 ALTERATIONS

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline. Written addenda issued by the Principal are the only explanations of, or amendments to, this Request that will be accepted by the Principal.

1.17 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- a) Any risk assessment undertaken by any credit rating agency; and
- b) Any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

1.18 EVALUATION PROCESS

This is a Request for Tender (RFT).

Tenders will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer Form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, e.g. Tendered prices, and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous to the Principal.

1.18.1 SELECTION CRITERIA

The Contract may be awarded to a Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price within determined timeframes. The Tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria assessment.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate

score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.18.2 COMPLIANCE CRITERIA

The compliance criteria detailed below will not be point scored. Each Tender will be assessed by the Principal on a Compliant / Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of “Non-Compliant” against any criterion may eliminate the Tenderer from consideration.

The criteria contained below are to be addressed and responses must be included in the Tender response by completing **Parts 3 and 4** of this Request.

1.18.2.1 Tenderer Profile

- (a) Provide the Tenderers Australian Business Number (ABN), Registered Business Name and physical and postal address;
- (b) Provide details of the person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address;
- (c) Provide a copy of your organisation structure and background information on your company;
- (d) Provide current ASIC company extracts if applicable;
- (e) Provide a minimum of two referees to which you provide similar services to this Request, including the name, position, telephone and email;
- (f) If you are acting as an agent for another party, attach details of your principal;
- (g) If you are acting as a trustee of a trust, give the name of the trust and include a copy of the trust deed; and
- (h) If you intend to subcontract any of the requirements, provide details of the sub-consultant including requirements that will be subcontracted and the name, address, phone number and email address of people employed.

1.18.2.2 Tenderers Declaration

By indicating I (The Tenderers Authorised Person) / We (The Tenderer) agree that I am/We are bound by and will comply with the Conditions of Tender contained in this Request.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Request irrespective of its outcome.

By submitting this Response, I, the person named as the authorised person, confirm my understanding that by lodging a Tender, in accordance with Part 1 of this Request, I understand no physical signature is required on this Declaration in accordance with the Electronic Transactions Act 1999 and corresponding State and territory acts.

1.18.2.3 Financial Position

- (a) Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details).
- (b) Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details).
- (c) Will you co-operate with an independent financial assessor during the conduct of financial assessments (If no, please outline your reason why).

1.18.2.4 Conflict Of Interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?

1.18.2.5 Insurance Details

Please provide your insurance details relevant to the category area you are submitting for including type of insurance, insurance value and expiry date. Refer to clause 2.17 for details of insurance requirements.

1.18.2.6 Addenda/Acknowledgement

Tenderers are to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda.

1.18.2.7 Critical Assumptions

Tenders are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this RFT.

1.18.2.8 Quality Assurance

- (a) Does your organisation have any quality assurance or quality assurance systems?
- (b) If you propose to subcontract, does your sub-Consultant have a “third party” quality management system in place?
- (c) Supply evidence of details of your quality assurance position and, where relevant, of your suppliers or sub-Consultants quality assurance position.

1.18.2.9 Alternative Tenders

Tenderers are to provide their proposed Alternative Tender in this criterion in accordance with Clause 1.14 “ALTERNATIVE TENDERS” of this Request.

1.18.2.10 Regional Price Preference

Tenderers for the Contract may be afforded a preference in accordance with Regulation 24 (A-G) of the *Local Government (Functions and General) Regulations 1996*.

Include in your submission a short statement that indicates if and how your organisation qualifies for the Regional Price Preference.

1.18.3 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed in Part 4 of this RFT. Each criterion is weighted to indicate the relative degree of importance.

NOTE: It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.

1.18.3.1 Previous Experience (20%)

Describe your experience in undertaking similar or related projects:

- Provide details of similar projects that the Tenderer has completed in the past three (3) years;
- Provide details of any significant issues that arose during the delivery of the project(s) and how these were managed;
- Demonstrate competency and proven track record of achieving successful outcomes within an agreed timeframe on tasks related to the Project.

1.18.3.2 Methodology (25%)

Include in your tender submission information on the following;

- Outline your appreciation and understanding of the Project and the requirement to prepare a Local Planning Strategy in accordance with Part 3 of the *Planning and Development (Local Planning Schemes) Regulations 2015* and the Western Australian Planning Commission's *Local Planning Manual 2010*, including key research areas and deliverables;
- Provide a methodology that will successfully deliver the Project within reasonable anticipated timeframes including details of staging and apportionment of associated fees per stage;
- Provide a Gantt chart to indicate critical dates for the delivery of each stage of the Project.

1.18.3.3 Capacity (15%)

Tenderers shall provide information regarding the key personnel proposed to be allocated to the Project.

Details shall include:

- Each person's role in the preparation of the Local Planning Strategy;
- Relevant qualifications and experience, with particular emphasis on experience of relevance to this Project; and
- The Respondent's ability to supply and sustain the necessary resources throughout the lifetime of the Project.

1.18.3.4 PRICE (40%)

Price is a weighted criterion. The Tenderer is to complete the Price Schedules.

1.18.4 VALUE FOR MONEY

The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) The qualitative ranking of each Tenderer;
- b) The pricing submitted by each Tenderer;
- c) The Principal's Regional Price Preference Policy (refer Attachment B).

Once the Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, value for money, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The Tendered price will be considered along with related factors affecting the total cost to the Principal, e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome.

1.18.4.1 Price Basis

The fee shall be a **LUMP SUM FIXED FEE** based on the program provided in this brief and it is to be fully inclusive of all prints, communications (including Video Conferencing), disbursements, sundry costs and charges, profit, administration costs, overheads and all incidental costs required to carry out and complete the services required.

If applicable, the Lead Consultant is to submit the Price Schedules for the complete services (including those of any sub-consultants) required as outlined in this Request for Tender.

1.18.4.2 Travel

Reasonable travel and accommodation costs will be reimbursed separately at actual cost plus 10% on a monthly basis. Travelling time shall only be paid at the rate of eight hours per person per return trip. The

Lead Consultant is to nominate how many site visits and days are included in the proposal. No payment will be made for hours spent on site as this is to be included in the Lump Sum Fixed Fee.

1.18.4.3 Tendered Prices Must Include Goods and Services Tax (GST)

Unless otherwise indicated prices tendered shall include all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.18.4.4 Sundry Charges To Be Included

Unless otherwise indicated prices Tendered include delivery, unloading, packing, and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.19 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.20 CANVASSING

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.21 IDENTITY OF TENDERER

The identity of the Tenderer and the Consultant is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer will become the Consultant.

1.22 COSTS OF TENDER

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their offer.

1.23 TENDER OPENING

Tenders will be opened at the Principal's offices, following the advertised Deadline. Tenderers and members of the public may attend the opening of Tenders.

2. SPECIFICATION

2.1 CONTRACT REQUIREMENTS IN BRIEF

The Principal seeks to appoint a suitably qualified and experienced Consultant who can demonstrate previous experience in the preparation of a comprehensive Local Planning Strategy for the Shire of Moora, suitable for supporting the subsequent review and preparation of a new Local Planning Scheme for the Shire of Moora.

The appointment will be a fixed term contractual arrangement based on the agreed project programme.

2.2 DEFINITIONS

Below is a summary of some of the important defined terms used in this Part.

Consultant's Representative:	Means any Officer or personnel duly authorised by the Consultant, in writing, to act on its behalf for the purposes of the Contract.
Principal's Representative:	Means any Officer or person duly authorised by the Principal (or Principal), in writing, to act on its behalf for the purpose of the Contract.
Works or Services:	Means the Service, which the Consultant is required to provide to the Principal under the Contract.

2.3 INTRODUCTION, GENERAL EXPECTATIONS & REQUIREMENTS

The Shire of Moora is situated in the heart of the Central Midlands district of Western Australia's Wheatbelt region, with Moora being 172km north of Perth. The Shire covers an area of approximately 3,763km² and is bordered by the Shires of Coorow to the north, Dalwallinu to the northeast, Wongan-Ballidu to the east, Victoria Plains to the south and Dandaragan to the west. The area is located between the Brand Highway and the Great Northern Highway, and consists of the three main townships of Moora, Milling and Watheroo as well as the localities of Bindi Bindi, Coomberdale, Koojan, Walebing and Round Hill.

Moora is the largest inland service centre between Perth and Geraldton. The town provides services to a population catchment of around 6,000 people within a 100km radius. Services include five commercial banks, two primary schools, a senior high school, TAFE, pharmacy, dental practice, medical practice, a district hospital, commerce and retail sectors as well as community, cultural and recreational facilities.

When gazetted in 1998, the *Shire of Moora Town Planning Scheme No.4* was not supported by a Local Planning Strategy, and no Shire-wide strategic land-use planning document has been prepared prior to this Project. Accordingly, this Project creates a unique opportunity to investigate, describe, and predict the character and future for the Shire with respect to land use and development.

The Shire of Moora invites submissions from suitably qualified and experienced urban and regional planning consultant(s) to undertake the preparation of a Local Planning Strategy (LPS) for its municipal district. The LPS will form one document (with a series of supporting documents, plans and studies) that will guide future land use planning. The LPS in itself is not a statutory document, however will be the principal document forming the basis for review and preparation of a new Local Planning Scheme following the completion of this project.

The LPS provides the bridge between the broad scale state, regional and sub-regional plans and policies produced by the Western Australian Government, and the detailed local planning that provides specific guidance for the Shire of Moora's planning and development decision-making.

The LPS should recognise and have regard to a range of State and regional planning and policy documents. For the Shire of Moora this will include, as a minimum, but not limited to the following:

- The *State Planning Strategy*;
- All relevant State Planning Policies;
- The *Wheatbelt Planning and Infrastructure Framework (PPIF)*;
- *The Wheatbelt Blueprint*; and
- Any operational policies produced by the Western Australian Planning Commission (WAPC) that relates to land use planning and development in the Shire.

Any other strategic development initiatives that will or could have an impact on the future planning for the Shire should also be addressed (e.g. forward planning strategies relating to infrastructure capacity).

The preparation of an LPS for the Shire of Moora shall follow the guidance provided in the WAPC's *Local Planning Manual (2010)* to ensure all matters requiring consideration are covered in the LPS. The WAPC's expected minimum requirements are described in more detail below.

2.4 CONSULTANCY SERVICES DESCRIPTION

2.4.1 Principal

The Principal, in relation to this project, is the Shire of Moora (SOM), 34 Padbury St, Moora WA. The Principal has appointed the Shire's Chief Executive Officer as Project Director and Principal's Representative for this RFT and has authorised him to conduct this Request for Tender and instruct the Consultant.

Once the Contract has been awarded, the Project Director may assign a representative/s to manage the Contract, or portions thereof. Any appointment will be verified upon Contract award.

2.4.2 Consultant

The Principal seeks to appoint a suitably qualified and experienced Consultant who can demonstrate previous experience in the preparation of a Local Planning Strategy in accordance with relevant legislation and guidelines, or similar projects.

The Consultant will be required to undertake, in a timely and professional manner, the requirements of this Request.

The Consultant may wish to engage other sub-consultants or form a project team with other specialist firms to provide this work. In this case the Principal requires one Consultant in the team to assume the role of lead consultant (the "Lead Consultant") to undertake the project. The Lead Consultant will be expected to put together a suitably qualified and experienced project team with a comprehensive and complimentary

mix of the required skills to deliver the project. The Lead Consultant is to nominate sub-consultants for the Principal's approval.

The Lead Consultant shall be responsible for recommending the appointment of consultants and sub-consultants, within the approval of the Principal's Representative. The Lead Consultant shall be responsible for the integration, coordination, performance and delivery of the service of all consultants and sub-consultants. Under the conditions of the Lead Consultant and sub-consultants' contract of services, the period of appointment shall be for the defined period as set in the Contract between the parties.

The Principal expects the Lead Consultant to be fully conversant with the technical and policy requirements applying to the preparation of a Local Planning Strategy in Western Australia.

Regardless of the Consultant taking on the task alone or as Lead Consultant with specialist sub-consultants, the Lead Consultant must regularly liaise with, have regular contact with and provide monthly progress reports to the Principal's representative during the Project on all matters relating to the Project.

2.5 PROJECT DELIVERABLES

The appointed Consultant is required to prepare the following:

- i) Correspondence to all key stakeholders seeking information and advice to assist preparation of the Local Planning Strategy;
- ii) A preliminary draft Local Planning Strategy prepared in accordance with the format set out by the Western Australian Planning Commission (WAPC) in the *Local Planning Manual 2010* for review and acceptance by the Principal, which shall include:

Part 1 - The Local Planning Strategy text outlining the vision, objectives, strategies and actions as well as Strategy maps for the Shire as a whole and individual townsites and settlements as required; and

Part 2 - Background information and analysis including any reports by specialist sub-consultants as may be required.

IMPORTANT NOTE: The Department of Planning, Lands and Heritage (DPLH) has confirmed its willingness to work with the Lead Consultant appointed to the project by:

- 1. Providing a DPLH Planning Officer as a resource to the Lead Consultant who can research information to assist preparation of the Local Planning Strategy;***
- 2. Attending any Council workshops if required;***
- 3. Liaising with the Department's mapping section for preparation of the Strategy Maps and provision of all mapping free of cost;***
- 4. Providing statistical information on matters such as subdivision applications; and***
- 5. Providing guidance for a more simplistic Local Planning Strategy format that concentrates on the most significant issues already identified by the Shire such as the need for a new industrial area and alternative housing opportunities within flood prone areas.***

It is therefore strongly recommended that Tenderers contact the Regional South Planning Team of DPLH to confirm the extent to which DPLH can assist so this can be factored into the proposed final lump sum fixed fee to undertake the project.

- iii) A final draft Local Planning Strategy for initial adoption by the Principal including an agenda item to facilitate adoption pursuant to the requirements of the *Planning and Development Act 2005* and *Planning and Development (Local Planning Schemes) Regulations 2015*;
- iv) Referral correspondence to the WAPC including a copy of the final draft Local Planning Strategy for assessment and consent to advertise;
- v) An amended draft Local Planning Strategy to reflect any modifications required by the WAPC prior to certification and commencement of public advertising;
- vi) Public advertising notices for publication in local newspaper/s, newsletter/s and the Principal's website as well as referral correspondence to all key stakeholders inviting feedback and comment on the WAPC endorsed draft Local Planning Strategy including details as to where the documentation and plans may be viewed;
- vii) A Schedule of Submissions providing details of and recommendations in respect of each submission received during public advertising and an agenda item to facilitate final adoption of the Strategy pursuant to the requirements of the *Planning and Development Act 2005* and *Planning and Development (Local Planning Schemes) Regulations 2015*;
- viii) An amended draft Local Planning Strategy to reflect any modifications agreed to / required by the Principal to reflect the outcomes from public advertising;
- ix) Referral correspondence to the WAPC including a copy of the amended draft Local Planning Strategy for assessment and final endorsement by the WAPC;
- x) A final Local Planning Strategy to reflect any modifications required by the WAPC prior to final endorsement including correspondence to the WAPC as required;
- xi) Following final endorsement by the WAPC the following shall be provided to the Principal:
 - 1 x copy of the Local Planning Strategy in electronic format on either CD/DVD or portable storage device; and
 - All Strategy Maps in pdf and dwg format on either CD/DVD or portable storage device suitable for reproduction.

2.6 PROPOSED PROJECT PROGRAMME

In addition to the project deliverables referred to in section 2.5 above, the Lead Consultant is to prepare and submit in the first instance a Detailed Project Management Plan to the Principal for its consideration and approval that clearly identifies estimated timeframes and dates for submission of each of the project

deliverables. The Detailed Project Management Plan shall include presentations to the Principal on the outcomes of project deliverables at key stages. All presentations shall be held in Moora.

2.7 PROJECT INITIATION MEETING

The Lead Consultant will be required to attend a Project Initiation Meeting in Moora within twenty-one (21) days of appointment. In general terms, the Project Initiation Meeting will address the following issues:

- Complete any outstanding contract documentation;
- Confirm the requirements of the Brief;
- Confirm the program of works and key performance dates;
- Undertake site inspections if required; and
- Take delivery of all Principal Supplied Information other than that previously made available.

The Lead Consultant is to prepare minutes of the meeting and distribute to attendees within three (3) working days of the meeting date.

2.8 CONSULTATION

The Lead Consultant will be required to undertake the project in liaison with the Principal's Representative and targeted consultation with relevant key stakeholders.

2.9 REPORTING

The Principal may request that meetings be held at regular intervals. These meetings may include either a verbal and or a formal written report. The items covered may include:

- a) Project status;
- b) Public enquires;
- c) Time schedule status
- d) Risk management;
- e) Budget status; and
- f) Any other issues affecting the outcome of the Project.

The Principal may check reports, make additional inspections, and report on any matters arising from the Consultant's reports.

2.10 CONSULTANT'S PERSONNEL

The Consultant's personnel must be experienced and qualified according to their respective roles. Personnel shall hold the required licences/accreditation to perform the required Services.

All Services shall be performed in a professional manner meeting the required applicable standards and legislation as amended from time to time.

As far as is practicable the Consultant shall use the same personnel for all work on the Contract. The Principal will not accept substitution of personnel without express written approval.

The Consultant shall at all times maintain work practices, procedures and standards to ensure the safety of its employees and full compliance with all Commonwealth and State statutory requirements.

The Principal has the right to reject any of the Consultant's personnel without cause.

All persons shall use all appropriate personnel safety equipment required for each task as may be required.

2.11 ACTS AND REGULATIONS

The Consultant shall comply with Principal's Policies and guidelines and all relevant Commonwealth and State laws.

2.12 AUSTRALIAN STANDARDS

All work relative to this specification and the equipment supplied shall where applicable be carried out to the requirements of all relevant current Australian Standards. Where an Australian Standard has been referenced within this Request and is not the latest issue, the latest Australian Standard shall apply.

2.13 PUBLICITY

The Consultant shall not make any public statements or releases to the media concerning the Services without the prior written approval of the Principal.

2.14 RECORD KEEPING REQUIREMENTS

All manuals, drawings, computer programs or other records supplied by the Principal to the Consultant during the course of the Contract shall be returned to the Principal upon termination or completion of the Contract.

The Consultant shall ensure that all records relevant to or created in the course of this Contract are held in a safe and secure manner, in line with industry best-practices (i.e. Backups completed, paper-records are held in fire-proof environment etc.).

The Principal shall be provided access to all records held by the Consultant associated with this Contract within twenty-four (24) hours of written request. Such requests will be in the support of Contract performance measuring, general information resource for the Principal, or to meet Freedom of Information legislation requirements.

2.15 MARKETING

The Consultant must not reproduce, in whole or part any materials or logos, without the express written permission of the Principal.

2.16 PERIOD OF CONTRACT AND TERMINATION

The appointment will be based on a fixed term contractual arrangement based on the agreed project programme.

In the event of the Consultant failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith terminate the Contract by written notice to the Consultant.

2.17 INSURANCES

The Consultant and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the General Conditions of Contract in the following sums:

- a) Public liability insurance in the sum of at least \$20,000,000 (twenty million dollars) in respect of any one occurrence and for an unlimited number of claims.
- b) Workers Compensation or Personnel Accident Insurance cover as required by law (whichever may apply).
- c) Professional indemnity insurance in the sum of at least \$10,000,000 (ten million dollars) in respect of any one occurrence and for an unlimited number of claims.

Copies of current Certificates of Currency of insurances for the above are to be provided with the Tender – refer Part 4 of this Request.

3. PROPOSED CONDITIONS OF CONTRACT

It is proposed that the documents listed below shall together constitute the Contract between the parties;

- Formal Instrument of Agreement
- Australian Standard General Conditions of Contract, AS4122 – 2010 General Conditions of Contract for Consultants, including relevant Annexures
- This Request for Tender, including Attachments
- The Consultant's Submission
- Fee Proposal
- Letter of Acceptance
- Shire of Moora Purchase Order/s

The Contract is subject to AS4122 – 2010 General Conditions of Contract for Consultants ("General Conditions of Contract").

The applicable General Conditions of Contract are not provided with this Request and are available from www.saiglobal.com. Tenderers are to ensure they have read and understood the General Conditions of Contract and shall include in their fees the cost of complying with the General Conditions of Contract.

Tenderers should note there are no additions, deletions or amendments to the General Conditions of Contract.

4. TENDERERS OFFER**4.1 OFFER FORM**

The Chief Executive Officer
 Shire of Moora
 34 Padbury Street
 MOORA WA 6510

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT 04/19 – Preparation of a Local Planning Strategy for the Shire of Moora

I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The Tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The Tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 2019

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

4.2 TENDERERS RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 4 are to be completed and returned to the Principal as they form part of your Tender submission).

4.2.1 COMPLIANCE CRITERIA

ORGANISATIONAL PROFILE

Complete and attach a signed copy of the Offer Form.	"Offer Form"	Tick if attached <input type="checkbox"/>
Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure" .	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it "ASIC Company Extracts" .	"ASIC Company Extracts"	Tick if attached <input type="checkbox"/>

REFEREES

Attach details of your referees (minimum of two (2), and label it "Referees" . You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
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AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it "Agents" .	"Agents"	Tick if attached <input type="checkbox"/>

TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "Trusts" : (a) give the name of the trust and include a copy of the trust deed (and any related documents); and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

SUBCONTRACTORS / SUB-CONSULTANTS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors / Sub-Consultants" provide relevant details including: (a) the name, address and the number of people employed; and (b) the Requirements that will be sub-contracted.	"Subcontractors"	Tick if attached <input type="checkbox"/>

CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Conflicts of Interest" .	"Conflicts of Interest"	Tick if attached <input type="checkbox"/>

FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No
If you are awarded the Contract, will you be able to fulfil the requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No

INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in Part 2 Specification clause 2.17. Tenderers are to supply evidence of their insurance coverage in the summary format as outlined below with copies of Certificates of Currency as an attachment labelled "Insurance Coverage" .			"Insurance Coverage"	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Professional Indemnity				
Workers Compensation				

QUALITY ASSURANCE

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled "Quality Assurance".	"Quality Assurance"	Tick if attached <input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Attach signed copies of addenda issued by the Principal (only if applicable) and label it "Addenda Acknowledgement".	"Addenda Acknowledgement"	Tick if attached <input type="checkbox"/>
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CRITICAL ASSUMPTIONS

Specify any assumptions made that are critical to the Tender and attach and label it "Critical Assumptions".	"Critical Assumptions"	Tick if attached <input type="checkbox"/>
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PRICING

Complete and attach the Price Schedule and label it "Pricing".	"Pricing"	Tick if attached <input type="checkbox"/>
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ALTERNATIVE TENDERS

Attach copies of Alternative Tenders (if applicable) and label it "Alternative Tender".	"Alternative Tender"	Tick if attached <input type="checkbox"/>
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REGIONAL PRICE PREFERENCE

Do you want to apply the Regional Price Preference in accordance with Regulation 24 (A-G) of the <i>Local Government (Functions and General) Regulations 1996</i> ?	"Apply Regional Price Preference"	Tick if yes <input type="checkbox"/>
Statement to verify qualification for Regional Price Preference.	"Statement – Regional Price Preference"	Tick if attached <input type="checkbox"/>

4.2.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

<p>A) PREVIOUS EXPERIENCE</p> <p>Describe your experience in undertaking similar or related projects;</p> <ol style="list-style-type: none"> 1. Provide details of similar projects that the Tenderer has completed in the past three (3) years; 2. Provide details of any significant issues that arose during the delivery of the project(s) and how these were managed; 3. Demonstrate competency and proven track record of achieving outcomes. <p>Address the above criteria and label the Attachment to your submission “Previous Experience”</p>	Weighting 20%	
	“Experience”	Tick if attached <input type="checkbox"/>
<p>B) METHODOLOGY</p> <ol style="list-style-type: none"> 1. Outline your appreciation and understanding of the Project and the requirement to prepare a Local Planning Strategy in accordance with the <i>Planning and Development Act 2005, Planning and Development (Local Planning Schemes) Regulations 2015</i> and the <i>WAPC’s Local Planning Manual 2010</i>, including key research areas and deliverables; 2. Provide a methodology that will successfully deliver the Project within reasonable anticipated timeframes including details of staging; and 3. Provide a Gantt chart to indicate critical dates for the delivery of each stage of the Project. <p>Address the above criteria and label the Attachment to your submission “Methodology”</p>	Weighting 25%	
	“Methodology”	Tick if attached <input type="checkbox"/>
<p>C) CAPACITY</p> <p>Provide information regarding the personnel proposed to be allocated to this project. Details shall include:</p> <ol style="list-style-type: none"> 1. Each person’s role in the preparation of the Local Planning Strategy; 2. Relevant qualifications and experience, with particular emphasis on experience of relevance to this Project, 3. The Respondent’s ability to supply and sustain the necessary resources throughout the lifetime of the Project. <p>Address the above criteria and label the Attachment to your submission “Capacity”</p>	Weighting 15%	
	“Capacity”	Tick if attached <input type="checkbox"/>

D) PRICE Complete and attach the Price Schedule including a separate supporting schedule as described in Attachment 5.1 of this RFT and label it “Price” .	Weighting 40%	
	“Price”	Tick if attached <input type="checkbox"/>

5 ATTACHMENTS

5.1 SCHEDULE A - PRICE SCHEDULE

The Lead Consultant is to submit a fee proposal for the complete services (including those of sub-consultants) required as outlined in this Request for Tender.

The fee shall be a **LUMP SUM FIXED FEE** based on the program provided in this brief excluding site visits (see Schedule D). In addition, the Lump Sum fee shall be broken down into a separate supporting schedule apportioning costs to the relative major tasks/milestone associated with the preparation and completion of the Local Planning Strategy.

The Respondent is to complete the Schedule below listing all of the fees payable as well as the separate supporting schedule referred to above.

REF NO.	DESCRIPTION	TENDERED LUMP SUM AMOUNT
1.	Background research, analysis and preparation of the Local Planning Strategy documentation and plans including all amendments as required by the Principal and the Western Australian Planning Commission throughout the course of the project.	
2.	Supporting technical reports by sub-contractors / sub-consultants.	
3.	Project management, administration, meetings, stakeholder consultation and reporting.	
SUB TOTAL		
GST		
TOTAL LUMP SUM TENDER		

Signed by the Respondent: _____

5.2 SCHEDULE B – PROPOSED SUBCONTRACTORS / SUB-CONSULTANTS

The Respondent is to complete the Schedule below listing all proposed subcontractors / sub-consultants.

In submitting the list of subcontractors / sub-consultants, this will be taken as the Lead Consultant's recommendation however, the Principal reserves the right to authorise all secondary subcontractors / sub-consultants. Where a subcontractor / sub-consultant is not acceptable to the Principal's Representative then the Lead Consultant will be required to nominate an alternative subcontractors / sub-consultant for consideration and approval by the Principal's Representative.

REF NO.	DESCRIPTION	DUTIES	FIRM NAME & PRIMARY CONTACT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signed by the Respondent: _____

5.3 SCHEDULE C – HOURLY RATES

The Respondent is to list the hourly rates for all consultants that will apply in the event the Principal requires any additional works.

CONSULTANT	TITLE	HOURLY RATE (ex GST)

Signed by the Respondent: _____

5.4 SCHEDULE D – INDICATIVE SITE VISITS & ASSOCIATED COST ESTIMATES

The Respondent is to provide an indicative schedule of site visits including the number of personnel, envisaged overnight stays and any other applicable information. This information will assist the Principal in making appropriate budgetary allowances for travel costs. Accommodation at Shire-owned accommodation may be available and should be considered as the first option for any overnight stays that may be required.

PURPOSE	NUMBER OF PARTICIPANTS	ESTIMATED FLIGHT COSTS	ESTIMATED ACCOMMODATION COSTS	ESTIMATED VEHICLE COSTS	OTHER EXPENSES	TOTAL EXPENSES
Project Initiation Meeting						

Signed by the Respondent: _____

5.5 SCHEDULE E – PAYMENT SCHEDULE

The Lead Consultant is to complete and submit the schedule below providing details of the project staging and payments required following completion of each stage. The total lump sum must correlate with that in Schedule A entitled “Price Schedule”. It is to be noted that travel expenses will be recouped separately on the basis of a tax invoice received in accordance within sub-clause 1.18.4.2 entitled ‘Travel’.

STAGE NO.	DESCRIPTION	FEE PAYABLE (ex GST)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
SUB TOTAL		
GST		
TOTAL LUMP SUM		