



Request for Quotation

Request for Quotation:	RFQ 2018/19 – 5 – North Midlands Master Plan
Deadline:	4.00pm Friday 14 June 2019
Address for Delivery:	Option #1 – Tenders@Mingenew.wa.gov.au Option #2 - Shire of Mingenew, Post Office Box 120 Mingenew, WA, 6522
RFQ Number:	RFQ 2018/19 – 5

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1 Conditions of Quotation

1.1 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 Quotation.
Contractor:	Means the person or persons, corporation or corporations who's Quotation is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Quotation as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the Provision of a North Midlands Trails Master Plan provided or nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Mingenew
Request OR RTQ OR Request for Quotation	This document.
Requirement:	The Goods and Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Quotation.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Quotation:	Completed Offer form, Response to the Selection Criteria and Attachments.
Contractor:	Someone who has or intends to submit an Offer to the Principal.
Quotation Open Period:	The time between advertising the Request and the Deadline.

1.2 Quotation Documents

This Request for Quotation is comprised of the following parts:

Part 1 – Conditions of Quoting (*read and keep this part*).

Part 2 – Specification and/or plans/drawings (*read and keep this part*).

Part 1 READ AND KEEP THIS PART

Part 3 – General Conditions of Contract (*read and keep this part*).

Part 4 – Special Conditions of Contract (*read and keep this part*).

Part 5 – Contractors Offer (*complete and return this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Contractors by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Quotation

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Quote before the Deadline.

1.4 Persons

Contractors should not rely on any information provided by any person other than the persons listed below:

Name:	<i>Nils Hay (CEO)</i>	<i>Neil Hartley (Project Officer)</i>
Telephone:	<i>08 99281102</i>	<i>0417942794</i>
Email:	<i>ceo@mingenew.wa.gov.au</i>	<i>consultant@mingenew.wa.gov.au</i>

1.5 Requests for Clarification

Contractors may submit a written request for clarification on any part of the RFQ documents prior to lodgement of their Quotation. Written clarifications must be made to the Project Officer (consultant@mingenew.wa.gov.au) and may be subject of an addendum to this Request.

No requests for information or clarification to the RFQ Documents will be accepted later than two days prior to the Deadline of this Request.

1.6 Prequalification Requirements

Deleted – Not Applicable.

1.7 Deposits for Requests

Deleted – Not Applicable.

1.8 Quotation Briefing/Site Inspection

Deleted – Not Applicable.

1.9 Lodgement of Contractors and Delivery Method

The quote must be lodged by the Deadline. The Deadline for this request is 4.00pm Friday 14 June 2019.

Quotations must be lodged using one of the following options:

Option #1 – via post to:

Tenders@Mingenew.wa.gov.au

Option #2 – via email to:

Shire of Mingenerew, Post Office Box 120 Mingenerew, WA, 6522

1.10 Rejection of Quotation

A Quote will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.11 Late Quotations

Quotes received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.12 Acceptance of Quotations

Unless otherwise stated in this Request, Quotes may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Quotation and may reject any or all Quotes submitted.

1.13 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 Contractors will be given particulars of the successful Quote(s) and be advised if no Quote was accepted.

1.14 Quotation Validity Period

All Quotations 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 Principal's resolution for determining the Quote, whichever is the later unless extended on mutual agreement between the Principal and the Contractor in writing.

1.15 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.16 Alternative Quotation

All Alternative Quotation may be accompanied by a conforming Quotation.

Quotations submitted as Alternative Quotations or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Quotation**".

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

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

1.17 Contractors to Inform Themselves

Contractors will be deemed to have:

- a) examined the Request and any other information available in writing to Contractors for the purpose of quoting;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Quotation which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Quotation including Quotation prices which will be deemed to cover the cost of complying with all the Conditions of Quotation and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Contractor 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.

1.18 Alterations

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

The Principal will issue an addendum to all registered Contractors where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.19 Risk Assessment

The Principal may have access to and give consideration to:

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

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

Contractors may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Contractors are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Contractors and will be treated as strictly confidential.

1.20 Evaluation Process

This is a Request for Quotation.

Your Quotation will be evaluated using information provided in your Quotation.

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

- a) Quotations are checked for completeness and compliance. Quotations that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Quotations are assessed against the Selection Criteria. Contract costs are evaluated (e.g. quoted prices) and other relevant whole of life costs are considered.

- c) The most suitable Contractors may be short listed and may also be required to clarify their Quotation, 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 Contractor.

A Contract may then be awarded to the Contractor whose Quotation is considered the most advantageous Quotation to the Principal.

1.21 Selection Criteria

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

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

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

1.22 Compliance Criteria

These criteria are detailed within 5.2.1 of this document and will not be point scored. Each Quotation will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Quotation from consideration.

1.23 Qualitative Criteria

In determining the most advantageous Quotation, the Evaluation Panel will score each Contractor against the qualitative criteria as detailed within 5.2.2 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Contractors 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 quotation evaluation process or a low score.

1.24 Value Considerations

Clause A: Weighted Price Criteria

Deleted. Not applicable.

Clause B: Non Weighted Price Criteria

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Contractors to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Contractor;
- b) the pricing submitted by each Contractor; and
- c) Shire of Mingenew's Regional Price Preference Policy (see Part 1.25, below, for details).

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

The quoted 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).

1.25 Regional Price Reference (optional)

Contractors for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Principal's Regional Preference Policy, contained within its 07 February 2018 Purchasing Policy (#1.3.1) and associated Purchasing Management Procedures (Clause #8. Price Preference). The Policy stipulates that the Shire of Mingenew will provide a price preference to eligible regional suppliers as outlined below:

Part 1 READ AND KEEP THIS PART

Goods and Services	Up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document; Price preference according to stipulated area: <ol style="list-style-type: none">1. 10% to all suppliers located within the Shire of Mingenew2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin3. 2.5% to all suppliers located within the Midwest Region
Construction (building) Services	Up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document; Price preference according to stipulated area: <ol style="list-style-type: none">a) 5% to all suppliers located within the Shire of Mingenewb) 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.c) 1% to all suppliers located within the Midwest Region.
Goods and Services, including Construction (building) Services tendered for the <i>first time</i> where Council previously supplied the Goods or Services	Up to a maximum price reduction of \$500,000 unless a lower amount is stipulated in the tender document; Price preference according to stipulated area: <ol style="list-style-type: none">1. 10% to all suppliers located within the Shire of Mingenew2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin3. 2.5% to all suppliers located within the Midwest Region

1.26 Price Basis

Option A: Fixed Prices

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Quotes prices must include Goods and Services Tax (GST).

Unless otherwise indicated, prices quoted must include all costs, including delivery, unloading, and all applicable levies, duties, taxes and charges. Any charge not stated in the Quotation, as being additional will not be allowed as a charge for any transaction under any resultant Contract. The contract is for “full service” (with the exception that the Shire will prepare the road surfaces ready for the contractor to apply the bitumen/aggregate).

Option B: Variable Prices

Deleted. Not applicable.

1.27 Ownership of Quotations

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

1.28 Canvassing of Officials

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

1.29 Identity of the Contractor

The identity of the Contractor is fundamental to the Principal. The Contractor will be the person, persons, corporation or corporations named as the Contractor in and whose execution appears on the Offer Form in Part 5.1 of this Request. Upon acceptance of the Quotation, the Contractor will become the Contractor.

1.30 Costs of Quoting

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

1.31 Quotation Opening

Quotations will be opened in the Principal's offices, following the advertised Deadline.

The names of the persons who submitted the Quotation by the due Deadline will be read out at the Quotation Opening. No discussions will be entered into between Contractors and the Principal's officers present or otherwise, concerning the Quotes submitted.

The Quotation Opening will be held on or as soon as practicable after the Deadline at the Shire of Mingenew Administration Offices (21 Victoria Street, Mingenew).

1.32 In House Quotations

The Principal does NOT intend to submit an In-house Quotation.

2 Specification

2.1 Contract Requirements in Brief

This project requires the delivery of an evidence based comprehensive and relevant NORTH MIDLANDS TRAILS MASTERPLAN that will be sufficient for the nine North Midlands local governments that form the sub-regional precinct (vis. Carnamah, Coorow, Dalwallinu, Greater Geraldton (includes Mullewa), Irwin, Mingenew, Moora, Morawa, Perenjori and Three Springs) to give due consideration to the strategic aspects of the question as to whether it should progress with the planning and physical development of individual trails, and for the completed document to be used a key reference document for future grant applications.

A more comprehensive statement of the goods/services required under the proposed contract appears in the Specification at Part 2.5.

2.2 Introduction

The Shire of Mingenew is coordinating the development of a regional Trails Master Plan in cooperation with the WA Department of Local Government, Sport and Cultural Industries.

2.3 Background Information

The North Midlands sub-regional precinct within the Mid West is investigating the level of effect a regional trails network would have on improving the wellbeing of our local residents, and also enhance the local and regional economy. Suitably qualified and experienced consultants are therefore invited to submit proposals for the preparation of a NORTH MIDLANDS TRAILS MASTERPLAN.

Invitations from suitably qualified consultants, with masterplan research and development experience in the area of trails is sought. To ensure a comprehensive and innovative approach is forthcoming, consultants must have broad levels of experience (or work in partnership with others with that experience) with the development of studies in the disciplines of tourism, sports and recreation, and economic development. Experience with networking with relevant parties like community groups, trails industry and association representatives, and Government agencies is also essential.

2.4 Definitions

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

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;
Superintendent:	Nils Hay, CEO, Shire of Mingenew.
Superintendent's Representative:	Neil Hartley, Project Officer, Shire of Mingenew.

2.5 Scope of Work

A multi-use trail system functions as a recreational amenity that services a wide range of users. Multi-use, regional trails (including for example, hiking, walking, equestrian, bicycling, paddling, wind-surfing, and driving) not only provide recreational experiences and places to be physically active for the local residents, but they also serve as important economic drivers by adding to the local economy through the attraction of trail enthusiast visitors, and tourists.

This project requires the delivery of an evidence based comprehensive and relevant NORTH MIDLANDS TRAILS MASTERPLAN that will be sufficient for the aforementioned North Midlands local governments to give due consideration to the strategic aspects of the question as to whether it should progress with the planning and physical development of individual trails, and for the completed document to be used a key reference document for future grant applications.

2.6 Specific Requirements of the Contract

The NORTH MIDLANDS TRAILS MASTERPLAN should be developed to provide a guiding framework and priorities for trails development and management within the region. It must maintain a consistency with *The Western Australian Strategic Trails Blueprint 2017–2021*, and its guiding principles:



<p>ACCESS</p> <p>Consideration is given to ease of access for all members of the community, including local residents and visitors</p>	<p>CONSUMER FOCUS</p> <p>Trails are planned and developed to match current community and market needs and respond to future change</p>	<p>CONSISTENCY</p> <p>Lead agencies and relevant stakeholders enact change consistent with the Blueprint</p>
<p>SUSTAINABILITY</p> <p>Trail planning and development takes into account short and long term community, health, social, economic and environmental considerations</p>	<p>EVIDENCE BASE</p> <p>Effective monitoring and evaluation are undertaken to contribute to planning</p>	<p>INNOVATION</p> <p>Global advances in trail development and emerging relevant technologies (such as media, measurement, research) are reflected in trail improvements</p>
<p>COMMUNITY BENEFIT</p> <p>Trails offer economic, health, wellbeing and community connection outcomes for WA residents</p>	<p>VISITOR ECONOMY CONTRIBUTION</p> <p>Opportunities are realised for trails to support growth in tourism resulting in increased visitors, spend, new business enterprises and job creation</p>	<p>ENGAGEMENT</p> <p>The community and user groups have the opportunity to become ambassadors for the trail sector through consultation, feedback and active participation in trail use and events</p>
<p>QUALITY TRAILS</p> <p>Good planning, maintenance and support networks result in a diverse network of fit-for-purpose, sustainable and high quality trails</p>	<p>ABORIGINAL PARTICIPATION</p> <p>Opportunities are realised that contribute to awareness of Aboriginal culture and values through trail initiatives</p>	<p>ENVIRONMENT AND CULTURE</p> <p>Trails help protect, interpret and conserve environmental, cultural and heritage values</p>

The NORTH MIDLANDS TRAILS MASTERPLAN report must address the following four core (and sub-core) areas, with the report being segmented as necessary, so the reader can easily identify regional issues/considerations; and district issues/considerations:

1. Market Analysis –

1. An overall Mid West, and a specific North Midlands Snapshot of Outdoor Recreation/Tourism;
2. Reference to at least two successful regional trails plans (preferably in a “like type” area of Australia);
3. Overview of the current trails market in Western Australia;
4. Identify trends for trails in the Mid West and the North Midlands;
5. A review of any existing local trails plans (plans where they exist, to be supplied by relevant North Midlands local governments);
6. Identify competing Western Australian trail facilities with a “Trails Competitor Analysis”;
7. Estimate existing consumer demand and potential future demand for trails in the North Midlands (e.g. local day trips, overnight, and multi-day visitations); and
8. Outline stakeholders that should be consulted with as part of any trails development consideration, construction, and operation.

Note: for the purposes of this contract, the “North Midlands” shall be deemed to be the local government districts of Carnamah, Coorow, Dalwallinu, Greater Geraldton (includes Mullewa), Irwin, Mingenew, Moora, Morawa, Perenjori and Three Springs.

2. Site Development Considerations and Feasibility –

1. Details of Existing Trails in the North Midlands, including:
 - i. an overview of their current and ongoing suitability (to also include a Schedule of any required Infrastructure Improvements, and Estimate of Costs of those improvements where possible);
 - ii. Provision of North Midlands and Shire district maps to highlight trail locations;
2. Listing of Potential New Trail Sites. Listing to include:
 - i. A concept plan and description (including generic photos) of the required customer standards for trails and associated services;
 - ii. Any “point of difference” comments that differentiates the new trail from competing trails outside the North Midlands;
 - iii. A Schedule of any required Infrastructure Improvements;
 - iv. Whole of Life cost model (including estimate of capital development costs; any potential revenue streams; periodic refurbishment costs; and ongoing operational costs);
 - v. Potential of trails being either of State; Regional; or Local classification significance.

3. At least the following principles should prevail for the development of suggested new trails -
 - i. Trails and staging areas need to be easily accessible to the public in order for the trails to receive high use. Trails also need to consider access and inclusion capacity;
 - ii. Wherever practical, trail systems should connect existing open space areas, community recreational amenities, and retail/commercial areas;
 - iii. In order to provide connectivity to adjoining inner mid-west communities, the plan must promote a regional approach; and
 - iv. Trail design should consider aesthetic, indigenous, educational, scientific, historical, scenic and cultural features of interest.
4. An outline of capital grant funding opportunities available to local governments wishing to progress the development of any trails;
5. Identification of any relevant trails-related Australian Standards and impacting local and state legislations (like local government local laws; indigenous land uses; and environmental protection legislation); and
6. Identification of any trails marketing opportunities (signage/web/brochures, etc), including any potential of a coordinated regional system for communication, promotion and marketing (including relevant local; state; and interstate/international potential).

3. Economic Analysis -

1. Identify the key drivers for the economic impact assessment;
2. Identify and quantify the direct and indirect economic benefits of trails (like visitors, expenditure, jobs and Gross Domestic Product) for each district and the region;
3. Develop an economic impact assessment and cost-benefit analysis for the individual trails, and for them collectively at a regional level;
4. Risk Assessment (including risk modelling; and identified risks). The following risk management areas need to be specifically considered –
 - i. Mid West weather conditions over the 12 months annual period;
 - ii. Traditional Tourism season conflicts (e.g. wildflower season);
 - iii. Traditional Farming Conflicts (e.g. harvest truck use of local roads);
 - iv. Product's distance from Customers;
 - v. Existing Accommodation availability and style/type (and its commercial capacity to service the estimated future market);
 - vi. Existing Meals/Refreshments options/availability (and its commercial capacity to service the estimated future market);
 - vii. Environmental management of proposed sites; and
 - viii. Access to volunteers to participate and assist with development/ongoing operations.
5. Potential of trail-focused local/regional events to increase usage and trail-led economic stimulus;
6. Identify opportunities for private sector involvement in trails;

7. Identify opportunities for clusters of linked trails within the North Midlands and Mid West (and which areas are best suited to the different categories of trail clusters (vis. Trail Town; Trail Centre; and Trail Network);
8. Outline how support for Aboriginal involvement in improving trail experiences can be encouraged.

4. Reporting -

1. Preparation of a Draft report for distribution, review and feedback by the Project Team (to be made up of representatives of the sub-region);
2. Make necessary amendments and provide the Final report; and
3. Provide a Presentation (to be attended by all North Midlands local governments).

2.7 Implementation Timetable

The proposed schedule for the provision of the North Midlands Trails Masterplan is:

Draft Report – September/October 2019;
Presentation at Shire of Mingenew – October/November 2019; and
Final report – November/December 2019.

3 General Conditions of Contract

3.1 Insurance

Without limiting its obligations and responsibilities, the Contractor shall take out Insurance for the entire Contract period under the following headings:

- (a) **Public Liability:** A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$20 million in respect of Death, Property Damage and Bodily Injury.

- (b) **Workers Compensation or Personal Accident Insurance Cover:** The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Subcontractor of the Contractor under the *Workers' Compensation and Injury Act 1981* or at Common Law to provide a minimum limit of liability of \$50 million.

- (c) **Professional Indemnity:** Where the Contract involves the provision of professional services and/or advice, the Contractor is to take out a Professional Indemnity Insurance policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Professional Indemnity Insurance taken out by the Contractor will have a limit of Liability not be less than \$5 million.

- (d) **Product Liability:** Product liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$1 million in respect of any one occurrence and for an unlimited number of claims.

The Contractor is to provide the Principal with Certificates of Currency and/or a copy of the Policy wording confirming as laid down within the quotation document that the above Insurance policies are in place for the entire Contract period.

The Contractor at the discretion of the Principal may be required to provide the Principal with a Risk Management Plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.

The Contractor at the discretion of the Principal may be required to detail the Principal as a Joint Named Insured party under some or all of the Insurances detailed under this clause and/or detail the Principals Interest by way of notation on Certificates of Currency.

3.2 Period of Contract and Termination

The Contract is to be completed on supply of the Requirements.

4 Special Conditions of Contract

4.1 Work Not Included

The following work is not included in the Contract and will be carried out concurrently by others:

- a) *Nil applicable.*

4.1.1 Site Control

The Contractor shall, at all times:

- a) Comply with all statutes, regulations and bylaws relating to the protection of the environment. In particular, to ensure that the natural environment is adequately protected during and works;
- b) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent; and
- c) Ensure that no fire shall be lit without the written approval of the Superintendent.

4.1.2 Vehicles and Coverage

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of unwanted materials onto adjacent streets or other areas.

4.1.3 Refuse Disposal

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

4.2 Working Hours

The Work to be performed under the contract (where it requires interaction with local government staff) shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

- a) *Monday to Friday – 8.30am to 4.30pm (but not including public holidays).*

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours.

5 Contractor's Offer

5.1 Form of Quotation

The Chief Executive Officer
Shire of Mingenew
21 Victoria Street
Mingenew WA 6522

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Quotation (RFQ) - RFQ 2018/19 – 5 – North Midlands Trails Master Plan-

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 Quotation contained in this Request signed and completed.

The quoted price is valid up to ninety (90) calendar days from the date of the Quotation closing or forty-five (45) days from the Shire determining the Quotation, whichever is the later unless extended on mutual agreement between the Principal and the Contractor in writing.

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

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

Dated this _____ day of _____ 2018

Signature of authorised signatory of Contractor: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFQ including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Compliance with the Specification/Scope of Works contained in the Request.	Yes / No
c) Are you a Quality Assured organisation (not a formal requirement)?	Yes / No
d) Compliance with the Delivery Date.	Yes / No
<p>e) Risk Assessment</p> <p>Respondents must address the following information in an attachment and label it “Risk Assessment”:</p> <ul style="list-style-type: none"> i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i> iii) <i>Provide the organisations directors/company owners and any other positions held with other organisations.</i> iv) <i>Provide a summary of the number of years your organisation has been in business.</i> v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i> vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i> vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i> viii) <i>Do you intend to subcontract any of the Requirements? If Yes</i> 	Yes / No

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<p><i>provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i></p> <p>ix) <i>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? 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.</i></p> <p>x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i></p> <p>xi) <i>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i></p> <p>xii) <i>Compliance with agreeing to comply with Shire of Mingenew's Safety & Health Principles & Practices for Contractors.</i></p> <p>xi) <i>Compliance with providing details of insurance coverage (evidence of insurance coverage, expiry date, value and type of insurance, a copy of the Certificate of Currency).</i></p>	
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5.2.2 Qualitative Criteria

Before responding to the following Qualitative Criteria, Respondents must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Response;
- b) Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;

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- c) Respondents are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
- d) Respondents are to address each issue outlined within a Qualitative Criterion.

<p>A. Relevant Experience Describe your experience in completing/supplying similar Requirements. Respondents must, as a minimum, address the following information in an attachment and label it “Relevant Experience”:</p>	<p>Weighting 20%</p>	
<ul style="list-style-type: none"> a) <i>Provide details of similar projects undertaken within the last two years.</i> b) <i>Provide scope of the Respondent’s direct involvement in those projects, including details of outcomes.</i> c) <i>Demonstrate sound judgement and discretion.</i> d) <i>Demonstrate competency and proven track record of achieving outcomes.</i> 	<p>“Relevant Experience”</p>	<p>Tick if attached <input type="checkbox"/></p>

<p>B. Key Personnel Skills and Experience Respondents should provide as a minimum, information of proposed personnel to be allocated to this project, such as:</p>	<p>Weighting 10%</p>	
<ul style="list-style-type: none"> a) <i>Their role in the performance of the Contract.</i> b) <i>Curriculum vitae.</i> c) <i>Membership to any professional or business associations.</i> d) <i>Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement, including local government understanding.</i> 	<p>“Key Personnel”</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.</p>		

<p>C. Respondent’s Resources Respondents should demonstrate their ability to supply and sustain</p>	<p>Weighting</p>
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the necessary:	10%	
<p>a) <i>Vehicles, equipment and materials suitable for a project within the North Midlands sub-region.</i></p> <p>b) <i>Any contingency measures or backup of resources including personnel.</i></p>	“Respondent’s Resources”	Tick if attached <input type="checkbox"/>
As a minimum, Respondents should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Respondent’s Resources” .		
<p>D. Demonstrated Understanding</p> <p>Respondents should detail the process they intend to use to achieve the Requirements of the Specification:</p>	Weighting 10%	
<p>a) <i>A project schedule/timeline.</i></p> <p>b) <i>Provide an outline of how the tasks will be approached.</i></p> <p>c) <i>Demonstrated understanding of the Scope of Work.</i></p>	“Demonstrated Understanding”	Tick if attached <input type="checkbox"/>
Supply details and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding” .		

5.3 Price Information

Respondents must complete the following “Price Schedule”. Before completing the Price Schedule, Respondents should ensure they have read this entire Request for Quotation. **A weighting of 50% of the selection criteria will be allocated to price.**

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i. Price Basis

Lump sum fee quotes are sought for this project, with hourly rates stated for project personnel should additional work/variations be required by negotiation between the Principal and Contractor.

ii. Price Schedule

Lump Sum – Services

Prices are to be listed separately against each component of the task. Number of hours allocated to each task that is not a fixed lump sum is to be provided (e.g. 20 hours allocated to this task, additional hours as agreed between the Shire of Mingenew and the Contractor are to be at \$xx/hour.

No	Service Description (as per Trails Project Scope Statement)	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1	Market Analysis (all components)			
2	Site Development Considerations and Feasibility - Details of Existing Trails in the North Midlands			
	<i>Include the number of hours allocated to this task and the \$xx/hour rate applicable for any mutually agreed additional hours.</i>			
	<table border="1"> <tr> <td><i>Hours Allocated</i></td> <td><i>\$/hour rate</i></td> </tr> <tr> <td></td> <td></td> </tr> </table>			
<i>Hours Allocated</i>	<i>\$/hour rate</i>			
3	Site Development Considerations and Feasibility - Listing of Potential New Trail Sites			

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	<i>Include the number of hours allocated to this task and the \$xx/hour rate applicable for any mutually agreed additional hours.</i>				
	<i>Hours Allocated</i>	<i>\$/hour rate</i>			
4	Economic Analysis (all components)				
5	Reporting (all components)				