



REQUEST FOR QUOTATION - CONSULTANCY

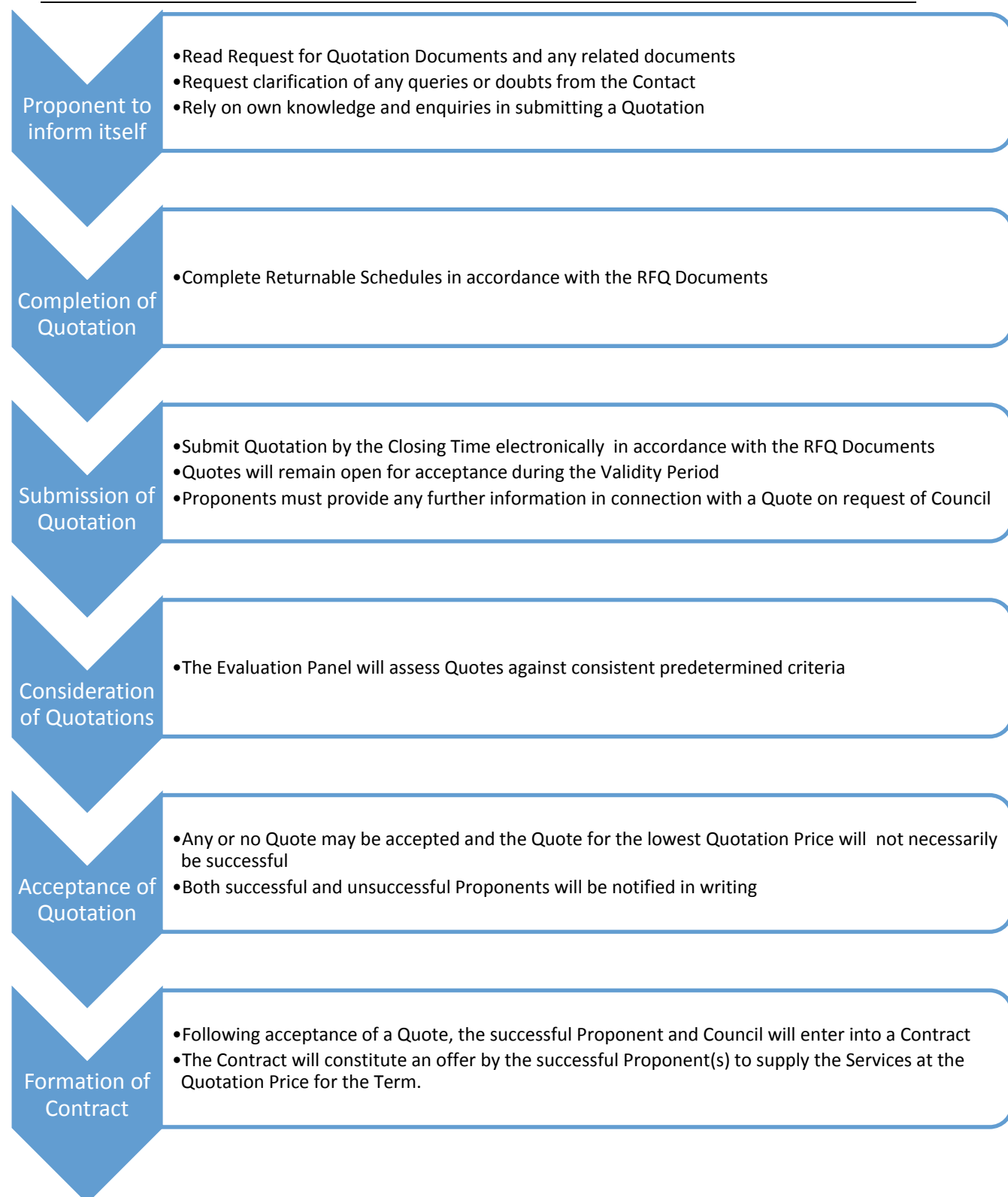
2019.0033 - BYRON SHIRE INTEGRATED TRANSPORT MANAGEMENT STRATEGY

05 JUNE 2019

Deadline for lodgement of quotations:	2:00pm on Friday 26 July 2019	
Submit Quotations to:	www.tendersonline.com.au/byron	
Council's nominated contact person:	Name:	Daniel Strzina
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CM9	E2019/37213	

PART A1 - INFORMATION FOR PROPONENTS

1. OVERVIEW OF QUOTATION PROCESS



2. KEY INFORMATION ABOUT THIS REQUEST FOR QUOTATION

Name of Project:	Byron Shire Integrated Transport Management Strategy
Quotation Number:	2019.0033
Quotation Validity Period:	90 days
How to Submit Quote	1. Electronic lodgement at tendersonline.com.au/byron: <ul style="list-style-type: none"> • Response Schedules • All attachments to be in separate files • Each file should be clearly labelled as to its contents
RFQ Documents	Part A – Information for Proponents (read and keep this Part) <ol style="list-style-type: none"> 1. Information for Proponents 2. Invitation to Quote 3. Conditions of Contract Part B <ol style="list-style-type: none"> 1 Returnable Schedules <ol style="list-style-type: none"> 1.1 Compliance Assessment 1.2 Price 1.3 Capability Assessment
Contract	The general conditions of contract for this RFQ are set out in Part A3.

PART A2 INVITATION TO QUOTE

1. THE BRIEF

1. INTRODUCTION

This project is known as the Byron Shire Integrated Transport Management Strategy.

The Integrated Transport Management Strategy [the Strategy] will be Byron Shire Council's parent transport document; an overarching, policy-level strategic document that will act at high level to guide how Byron Shire Council (Council) proceeds with funding. It will provide a direction for the Byron Shire transport network through the next 20 years, and will identify priorities and have a coordinated set of actions that will be achieved within clearly identifiable five year goals.

It will be supported by Council's Bicycle Strategy and Action Plan (Bike Plan) and Pedestrian Access and Mobility Plan (PAMP), and will inform other Council plans and strategies, while also functioning as a mechanism by which to support projects and initiatives.

Council is seeking to engage a suitably qualified and highly experienced consultant to prepare an Integrated Transport Management Strategy, using the outcomes of Transport and Infrastructure Advisory Committee (TIAC) workshops and meetings to date as a foundation for the development of the Strategy. The ideal consultant will have expertise in the context and issues of Byron Shire, data collection and analysis, a degree of innovation, experience in presenting as an expert at workshops and a demonstrated track record in successfully delivering projects of similar nature.

It is considered that much of the information required for the development of the Strategy is already available and the successful consultant is expected to have sufficient knowledge and experience to bring all the relevant information, facts and figures together to develop an excellent strategic document with a clear action plan. However, it is acknowledged that some data gathering may be required, and indeed may become apparent during the process of community consultation.

The primary goal is to develop an integral consensus document; a strategic plan based on high quality data and research to ensure that it is effective in influencing Council; a strategy that is practical, focused and achievable, and one that incorporates the existing undertakings of Council and – most importantly – responds to the needs of community and transport providers alike.

For this key information to shape Byron Shire towards 2040 and beyond requires a high level of diligence. This is an excellent opportunity for the appropriate consultancy to develop a benchmark document that would be used by a number of organisations as example of best practice.

2. PURPOSE

The purpose of this project is to prepare an Integrated Transport Management Strategy, with a horizon of 2040, to provide a strong and clear direction to Council to address and improve transport in Byron Shire, and facilitate a coordinated approach by all relevant agencies to the planning, implementation and monitoring of transport programs and projects.

Provision of transport infrastructure and services is one of the most important needs of our community and is a vital support to our economy. Although funded by all levels of government and the private sector, local government plays a key coordinating role in planning and delivery of infrastructure and services. Increasingly, local government planning for transport infrastructure and services needs to be considered in the context of a range of pressing environmental, economic and social challenges.

Planning reforms in NSW require Council's to develop 10 year Community Strategic Plans that identify community needs and include long term asset management plans. Strategic transport planning provides the opportunity to give consideration to transport challenges so as to maximise the

benefits and reduce the economic, environmental and social costs of an integrated transport network that meets the long term needs of the community.

3. PROJECT BACKGROUND

There is no current integrated plan for managing transport in Byron Shire. Separate processes are used to consider and prioritise road infrastructure upgrades, cycleways, pedestrian access, traffic, parking and public transport.

Between 1990 and 2003 Council received 16 reports regarding traffic and parking management in the Byron Bay area alone. Some of these reports are quite simple and provide limited factual information, while others are more comprehensive and have a strategic approach, recommending specific actions or works to improve traffic management.

In June 2006 Council considered a report (DM589879) recommending that Council adopt a recommended project scope for a Transport Management Study for the Byron Bay area (DM589880). It was envisaged that Council staff would then draft a project brief and seek expressions of interest.

At the Council meeting held 13 June 2006, the following was resolved (DM600947):

- 1. That a review of the draft Transport Management Strategy project scope document (DM589880) take place at a workshop in August including key stakeholders, regional groups, representatives of councils represented by NOROC, the Northern Rivers Social Development Council, the Northern Rivers Regional Development Board and Northern Rivers Trains for the Future.*
- 2. That the workshop considers the strategy as a shire wide document and the role of adjoining councils and state and federal government.*

The Byron Shire Transport Management Strategy Workshop was held Tuesday 29 August 2006. The workshop was attended by Councillors, staff, representatives from the Police, RTA, Ballina Council, Northern Rivers Trains for the Future and Council's Bikeway Committee. At the workshop a draft aim was developed for the Transport Management Strategy and the participants ranked objectives in order of perceived priority. The outcomes of this workshop were used to develop a Shire-wide Transport Strategy Project Scope (DM651408).

In 2008, Council resolved (08-776) to develop a strategic transport plan. Council's resolution referred to "core community concerns requiring consideration of specific actions in the development of a low carbon polluting transport network as part of a financially, ecologically and socially sustainable transport strategy".

In 2009, Council adopted the Strategic Transport Statement (aka Transport Policy, DM861019), the intention of which was to guide the development of a Transport Strategy. In January of 2019, Council reviewed for currency and adopted an amended version of this document (Transport Policy, E2019 10347).

Following the adoption of this policy, a Draft Transport Strategy Discussion Paper (DM1030717) was developed in 2010. The purpose of this document was to discuss the 'core community concerns' and identify an approach to 'specific actions' that may be appropriate to meet the aims of a shire-wide Transport Strategy.

Over the subsequent six years, the content of the Draft Transport Strategy was refined and developed by the Transport Project Reference Group, followed by the Transport Advisory Committee (TrAC), which has since become the Transport and Infrastructure Advisory Committee (TIAC).

The following reports detail the most recent history and relevant content generated by TIAC for the development of the Transport Strategy, now known and referred to in this document as the Integrated Transport Management Strategy:

- 2016 03 10 - I2016 194 Report Transport Advisory Committee Proposed Development and Contents of a Council Transport Strategy
- 2016 08 16 - I2016 884 Report Transport Advisory Committee Development of a Shire-wide Transport Strategy
- 2018 03 15 - I2018 411 Report Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy
- 2018 04 20 - I2018 685 Report to TIAC on Development of a Shire-wide Transport Strategy
- 2018 06 22 - E2018 50848 Development of a Shire-wide Transport Strategy - TIAC Workshop 2 - Working Document
- 2018 06 22 - I2018 1107 Report Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy Extraordinary
- 2018 11 15 - I2018 2035 Report Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy
- 2019 03 08 - I2019 80 Report Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy (**Attachment 1**)

TIAC at its meeting on 15 March 2018 considered a report on Development of a Shire-wide Transport Strategy (I2018/411) that sought to establish a process to move forward with to develop a Shire-wide Transport Strategy with reference to resolution 16-516 as the basis of the framework for the strategy.

At its extraordinary meeting on 20 April 2018, TIAC considered a report (I2018/685) that identified any useful existing strategies developed by other councils, regional bodies and other sources of information relevant to the development of the Transport Strategy. This meeting became the first of three workshops, the outcomes of which are intended to be used by a consultant as the basis for the development of an Integrated Transport Management Strategy.

At its most recent meeting on the 8th of March 2019 TIAC considered a report (I2019/80 - **Attachment 1**) that summarised the agreed outcomes from previous workshops and recommended that a specialist consultant be engaged to complete the Strategy. TIAC endorsed the content of the report and opted to form an Integrated Transport Management Strategy Working Group (TSWG) to:

- a) Develop a RFQ for the engagement the engagement of a specialist consultant to undertake the preparation of the Shire-wide Transport Strategy (now ITMS);
- b) Consider the method of consultation, and;
- c) Meet as frequently as required.

Following the development of this RFQ, it is the intention that the TSWG will work with the successful consultant in the development of the ITMS.

4. BASIS FOR DEVELOPMENT

The following is a summary of the agreed outcomes from the most recent TIAC workshop (8th March 2019) on the subject matter:

Transport Strategy Scope and Context

1. Shire-wide.
2. Regional links.
3. Interregional and interstate links and influences (South East Queensland border, airports, freight, etc.)
4. Inform future transport use.
5. Write flexibility into strategy.
6. Consider technological change (drones, autonomous vehicles, electric vehicles, etc.).
7. Consider demographical change.

Vision

An integrated, innovative and equitable transport system, providing a range of sustainable, efficient, accessible and safe ways for people and goods to reach their destination.

Purpose – How is this document used?

The purpose of this document is to:

1. Inform Council on how to implement the vision.
2. Support and integrate with existing and future planning documents e.g. Council strategies, Community Strategic Plan, DCP, LEP, etc.
3. Ensure infrastructure projects satisfy strategic goals.
4. Support funding applications and opportunities.
5. Support and promote general health and wellbeing.
6. Cultivate environmental stewardship.
7. Foster economic growth.
8. Encourage change in modes.
9. Coordinate with other Councils across the region.
10. Framework to be developed.

Principles

1. Encourage transport options that meet the needs of both locals and visitors.
2. Prioritise our focus on moving people and goods rather than moving cars.
3. Provide infrastructure and services that are designed to give priority to pedestrians, cyclists, scooters and public transport over private cars.
4. Improve and promote the safety and amenity of pedestrians, cyclists and vulnerable road users in our transport infrastructure. (safety amenities vs behaviour)
5. Address peak time traffic congestion by reducing traffic rather than increasing road capacity.
6. Take advantage of changes in transportation technology.
7. Align transport options and usage with Council's Emission Reduction Strategy.
8. Design for, encourage and facilitate transport options that reduce the emissions produced by our community.
9. Recognise the need for transport options in rural areas and evoke a sense of equity within transport planning.
10. Integration – Strengthen connections between different forms of transport, land use and transport planning, and to regional and metropolitan networks.
11. Equity – Support a range of accessible and affordable transport options for all people, neighbourhoods and future generations.
12. Efficiency – Build a more reliable and effective transport system that supports skills development, business and employment growth and provides competitive alternatives to private car travel.
13. Encourage the use of ride sharing and car sharing services.
14. Encourage active transport and healthy transport options.
15. Promote behavioural change to improve safety.

Challenges and Opportunities

1. Number of visitors.
2. Congestion at peak times.
3. Car dependence.

- a. Sedentary issue.
 - b. Love affair with cars.
 - c. Fossil fuel and associated financial, environmental and sociological costs.
 - d. On demand transport.
4. Topography and climate.
5. Funding.
6. Shortfalls in services and infrastructure.
7. Public transport.
 - a. Affordability
 - b. Frequency
 - c. Coverage
 - d. Connectivity
 - e. Policy and advocacy
 - f. Tourism infrastructure
8. Regional, state and federal transport planning, including funding.
9. Demographics (large proportions of younger and older residents in Byron Shire).
10. Lack of population density due to the rural nature of Byron Shire.
11. Disruptive technology.
12. Advances in technology.
13. Distinguish differences between different sets of users (e.g. tourist, leisure, resident, commuter, commercial) and their different needs.
14. Internet as a way to avoid unnecessary transport.
15. Support of high speed broadband.

Population Dispersal Discussion

It was highlighted during the workshop that the primary distributors in Byron Shire (Pacific Hwy running North-South and Bangalow/Lismore Rd running East-West) present opportunities to be taken advantage of in preparing the Shire-wide Transport Strategy.

- Different sets of users (e.g. tourist, resident, commuter, business) have different needs.
- Acknowledge that there are different patterns (mapping and demand) for local, regional and interstate users.
- Behavioural aspects must be addressed for safety – e.g. dropping kids at school.

Targets and desired outcomes

1. Residents and workers of Byron Shire are able to go about their everyday business without having to be reliant on private vehicles.
2. The transport network is designed to facilitate and encourage an overall modal shift away from private car use towards more sustainable transport modes including walking, cycling, public transport, electric vehicles and motor scooters/cycles.
3. The transport system supports the preferred pattern of development including the local centres hierarchy, and is consistent with our planning scheme. (Note - add bike friendly and pedestrian friendly schemes)
4. Key regional destinations such as hospitals, airports and universities are readily accessible by public transport from Byron Shire.
5. All schools are safely and conveniently accessible by walking, cycling and public transport.
6. Parking is closely managed through effective controls.
7. There has been a change in behaviour by people in Byron with a reduction in the number choosing to drive and park cars in congested coastal areas.

8. Park-and-Ride facilities have been provided to assist with managing visitor travel demand where supported by transport services.
9. The transport system supports the local lifestyle and also tourism by delivering both active and public transport infrastructure that meets the needs of locals and visitors.
10. Local public transport routes offer efficient and frequent services. (Note: frequency, connectivity etc. Include reference to regional and interregional networks)
11. Transport movement associated with events in line with strategies principles. Apply DTA standards.
12. Vehicles being flexible to meet emission targets.
13. On demand public transport including driverless vehicles.
14. Provision of multimodal HUBs with accessible infrastructure footpaths.
15. Road crossings and associated pedestrian networks are safe and accessible for mobility scooters, cyclists and pedestrians.
16. The community at all levels is educated about the costs and benefits of their travel choices, allowing people to make informed decisions.
17. Alternative transport is cost effective for users and providers as compared with private car use.
18. New technologies are being used in our transport solutions; transport initiatives result in significantly reduced greenhouse gas emissions.
19. Add point about the Electrification of transport and provision of renewable energy to match the growth.

Further information to be considered in the development of the ITMS is available in the report presented to the meeting (I2019/80 – **Attachment 1**). Of particular interest to the successful consultant are the Targets and Desired Outcomes of the Hobson's Bay Integrated Transport Plan (p10) considered by TIAC for inclusion in the ITMS and the comments/amendments made during their review.

Examples of desired document structure and relevant content:

- <https://www.moreland.vic.gov.au/globalassets/areas/transport/draft-mits.pdf>
- https://www.noosa.qld.gov.au/documents/40217326/40227860/Noosa_Transport_Strategy.pdf
- https://www.hobsonsabay.vic.gov.au/files/assets/public/documents/council/roads-etc/integrated-transport-plan-background-paper-january-2018_1.pdf

8. CONSULTANCY OBJECTIVES

The consultancy objectives are to:

- Work closely with Council Project Manager, other relevant Council staff, and the TSWG/TIAC to plan, prepare and deliver the Integrated Transport Management Strategy in accordance with NSW legislation to co-ordinate the transport and traffic management priorities and actions that will deliver integrated management activities across all areas of council's operations under a continuous improvement approach.
- Undertake a literature review of best practice in the field of integrated transport.
- Review the project history and understand the context by which the information to date has been developed to ensure continuity and alignment with Council's vision.
- Prepare an Integrated Transport Management Strategy using the outcomes of TIAC workshops and meetings to date as a foundation for the development of the Strategy.
- Present on integrated transport matters at TSWG/TIAC and Stakeholder workshops.
- Attend staff, TSWG/TIAC meetings where required and also present and record outcomes.
- Participate in engagement processes with the community and stakeholders to inform and consult on the development of the strategy and gain feedback during delivery of the project.

- Analyse, consolidate and present community and stakeholder feedback received, as well as outcomes and proposed next steps to the TSWG/TIAC.
- Use community and stakeholder feedback, data, and critical, professional analysis and expertise to prepare a draft Integrated Transport Management Strategy.
- Present the draft Integrated Transport Management Strategy to a TSWG/ TIAC workshop and revise as necessary to develop a final draft to be presented to Council for endorsement in May 2020 for public exhibition in June 2020.
- Analyse, consolidate and use community and stakeholder feedback received during the public exhibition of the draft Integrated Transport Management Strategy to develop a final Integrated Transport Management Strategy, to be presented to the TSWG/TIAC in August 2020 for Council adoption in September 2020.
- Present the final version of the draft Integrated Transport Management Strategy to Council at a Strategic Planning Workshop in October 2020.

9. PROJECT OBJECTIVES

The project objectives are:

- (a) To consider and expand where necessary on the prevailing issues and opportunities, together with other relevant data and information analysis, to create a comprehensive picture of current travel conditions in Byron Shire.
- (b) Review strategic fit and relationships with Council's other strategies, including the need for additional, separate or consolidated strategies.
- (c) To consolidate, analyse and present all community, stakeholders' and providers' feedback regarding issues and opportunities and use to inform the development of the draft Integrated Transport Management Strategy.
- (d) Prepare a draft Integrated Transport Management Strategy, based on data, information and community feedback.
- (e) To undertake community consultation on the draft Integrated Transport Management Strategy, as well as consolidate, analyse and present all community, stakeholders' and providers' feedback, and prepare a final Integrated Transport Management Strategy, which takes into account all feedback received during the consultation period.

The draft and final versions of the Integrated Transport Management Strategy shall at a minimum:

- Be resilient, robust and clear.
- Set out a clear implementation plan for the strategy.
- Provide early identification of further strategic planning work necessary, with particular reference to parking provisions. This will include: Identifying and detailing the necessary strategic planning work to effectively reduce high car dependency traditionally supported by high levels of parking provision. This can include, but is not limited to: planning scheme parking provisions for medium and high density residential development, cash in lieu parking waiver schemes.
- Be understandable and readable to the community, while containing information necessary for transport professionals to derive value from it.
- Incorporate degrees of feasibility. E.g. social and environmental, not just economics.
- Consider accessibility and users with restricted mobility, especially with respect to regulations imposed on transport providers to cater to this group of users.
- Be a reflection of best practice and based on a literature review on best international practice and also councils' philosophies, transport statements and strategies.
- Take into account relevant State and regional level strategies and plans, as well as strategies and plans from bordering LGAs.

- Consider QLD State, regional and local strategies and plans that affect Byron Shire, including a focus on current and future transport across the boarder (Gold Coast Airport, freight, etc.).
- Provide a strong and clear direction for Council from now until 2040, both for working with other transport stakeholders and autonomously.
- Set clear vision and strategic objectives that flow down to corresponding policy direction and actions and also to all work undertaken by Council with regard to transport
- Note key strategic projects that will provide the most benefit, while also having actions anticipated to be reasonably achievable.
- Identify, rank and prioritise all opportunities to increase the level of modal shift from car dependent to all other sustainable modes of travel.
- Identify integrated transport issues and opportunities and assess importance of each to the overall transport network performance based on agreed criteria, and develop an action Strategy that addresses, including roles, responsibilities, budget and timeframes. Part of this will involve:
 - Identifying gaps in networks for each mode, and optimal opportunities to close these gaps (not discounting potential for purchase acquisition overlays).
 - Identifying top ten transport infrastructure priorities for Byron Shire, based on impact on overall network.
 - Identifying top ten quick and effective wins Council could directly achieve, with minimal reliance on stakeholder approval.
 - Identifying top ten programs or measures to address key desired behaviour changes.
 - Identifying key projects towards which developer contributions could be channelled.
 - Considering the impact of additional travel in Byron Shire due to development both within and surrounding the municipality.
 - All necessary maps, diagrams, images and graphs.
 - Specify actions within the action Strategy that are likely to need review in five years.
- Provide analysis of potential impacts and opportunities that could be realised through emerging trends including:
 - Public provision of charging for electric vehicles.
 - Autonomous vehicles.
 - Software and mobile applications.
 - Other emerging technologies.
- Benchmark Byron Shire against neighbouring councils in terms of travel behaviour, network connectivity, public transport supply etc.
- Incorporate measurable benchmarks and targets by which Council can track progress of the community's transport practices.
- Take into account the effects of major committed or likely future land-use and infrastructure projects in and affecting Byron Shire.
- Review the road classification hierarchy for non-arterial roads in Byron Shire, providing recommended changes where necessary.
- Reflect the community values by involving the community in the development and implementation of the Integrated Transport Management Strategy.
- Meaningfully engage the community in a process of consultation during the project and to instil the community with a feeling of ownership of the project.

10. PROJECT TASKS

It is envisaged that the project will require completion of the tasks described below. Alternative approaches to completing the project should be outlined in consultant submissions.

Stage 1 – Inception

- a. Review and refinement of the project requirements as outlined in this Project Brief in consultation with Council's Project Manager.
- b. Prepare and finalise a Project Plan that sets out the proposed project methodology, timeline and payment schedule.
- c. 1 x 2 hour inception meeting with Council's Project Manager and the TSWG/TIAC.
- d. Register of base data information/data and review for adequacy.
- e. Assist with further development and implementation of the Communication and Engagement Plan.
- f. Review the consultation planned and assistance that is required.
- g. Participate in the engagement process to inform, consult and gain feedback during the development of the Strategy.
- h. Participate in weekly update meetings (phone/skype acceptable) with Council's Project Manager.

Stage 2 – Literature review

- a. Review of international best practise in integrated transport planning.
- b. Review of existing Byron Shire Council Strategies, including (but not limited to):
 - Bike Strategy and Action Plan
 - Pedestrian Access and Mobility Plan
 - Locality Masterplans including Access and Movement Strategies (Byron Bay, Bangalow, Mullumbimby, Brunswick Heads)
 - Policy 09/004 – Strategic Transport Statement
 - Byron Shire .id Statistical and Demographic Data
 - MR525 Study
 - Multi Use of the Byron Shire Rail Corridor
 - Community Strategic Plan Delivery Program and Operations Plan
 - Disability Inclusion Access Plan
 - Northern Rivers Carpool
 - Northern Rivers Electric Vehicle Strategy
 - Net Zero Emissions Strategy for Council Operations 2025
 - Climate Change Strategic Planning Policy
 - Development Control Plan (2010 & 2014)
 - Byron Local Environment Plan (1988 & 2014)
 - Residential Strategy
 - Employment Lands Strategy
 - Economic Development Strategy
 - Rural Land Use Strategy
 - Byron Tourism Impact (2017)
 - Arts and Industrial Estate Precinct Plan
 - Strategic Asset Management Plan (2017)
 - Transport Asset Management Plan (2018)
 - Long Term Financial Plan
- c. Review of State and other non-Council sources including (but not limited to):
 - NSW - Future Transport Strategy 2056 (2018)
 - NSW - Long Term Transport Master Plan (2012)
 - NSW Connected and Automated Vehicles Plan
 - NSW Electric and Hybrid Vehicle Plan
 - NSW Older Persons Transport and Mobility Plan 2018-2022

- NSW Freight and Ports Plan 2018-2023
 - NSW Tourism and Transport Plan
 - NSW Disability Inclusion Action Plan 2018-2022
 - NSW Fast Rail Project
 - Northern Rivers Regional Transport Plan (2013)
 - Northern Rivers Transport Mapping Project (2017)
 - Sustain Northern Rivers Transport Survey (2013)
 - Northern Rivers Freight and Supply Chain Report
 - NSW On Demand Transport EOI
 - NSW Autonomous Transport EOI
 - Lismore Regional City Action Plan
 - Northern Rivers Regional Economic Development Strategy
 - Cape Byron Preliminary Visitor Master Plan (2017)
 - DNC Destination Management Plan (2018)
 - NSW Regional Development Framework
 - State and federal funding streams
 - Australian Infrastructure Plan
 - Northern Rivers Unmet Aboriginal Transport Need
 - National Long Term Tourism Strategy
- d. Council's other strategic documents, neighbouring councils' transport strategies and other strategies or plans that affect transport into and out of the region, including relevant Queensland State, regional and local strategies, with a particular focus on transport across the border (e.g. Gold Coast Airport, freight, rail, etc.).

Stage 3 – Undertake additional data analysis to build on the information supplied

- a. Identify and undertake additional data analysis / information gathering necessary to assist in the development of the draft Integrated Transport Management Strategy.
- b. Present data in several formats - graphs and written.
- c. Identify and analyse locations impacting on overall network function.
- d. Participate in weekly update meetings (phone/skype acceptable) with Council's Project Manager.

Stage 4 – Consultation with external and internal parties

- a. Present on integrated transport matters in Byron Shire (with PowerPoint you have prepared) and form part of a discussion panel at up to four (4) stakeholder consultation workshops. Before commencing this particular task, the approach taken to seeking information shall be discussed with and approved by the Project Manager. The Consultant will be required to assist with the compilation of a list of stakeholders for inclusion in the consultation. Stakeholder representatives are to be across a range of technologies and services, not just representing a business. Council will assist the appointed consultant in making contact with the relevant stakeholders and an appointed facilitator.
- b. Review, summarise and analyse feedback to all consultation including community submissions and recommendations, drop in sessions, intercept surveys, shopping centres displays, online surveys etc., with a view to develop the draft Strategy based on this.
- c. Update of PowerPoint presentation to include all findings from stakeholder, community and internal consultation.
- d. Presentation on integrated transport matters including findings from community consultation (with PowerPoint you have prepared) and attendance at a post-consultation TSWG/TIAC meeting/workshop for additional feedback.

- e. Consolidate all information and related correspondence.
- f. Participate in weekly update meetings (phone/skype acceptable) with Council's Project Manager.

Stage 5 – Draft Integrated Transport Management Strategy

- a. Preparation of Draft Integrated Transport Management Strategy (to be endorsed by Council in May 2020 for public exhibition in June 2020. See Objectives section about minimum inclusions in draft Integrated Transport Strategy.)
- b. Develop an implementation plan for the strategy, with clearly measurable deliverable items.
- c. Prior to the draft Strategy being presented to Council, presentation at a TSWG/TIAC workshop and recording of all feedback from the workshop and related correspondence, as well as integration of feedback into the Draft Strategy as required.
- d. Consultants should provide for at least two revisions of the draft Strategy prior to public consultation to enable changes to be made prior to and following consideration of the Draft Strategy by the TSWG/TIAC.
- e. Participate in weekly update meetings (phone/skype acceptable) with Council's Project Manager.

Stage 6 - Final Integrated Transport Management Strategy

- a. Assist with the public exhibition of the Draft Integrated Transport Management Strategy.
- b. Tabulate and analyse all feedback received regarding the Draft Integrated Transport Management Strategy.
- c. Develop final Integrated Transport Management Strategy in close consultation with the Project Manager that incorporates changes required following public consultation. This must be ready to be presented to the TSWG/TIAC in August 2020 for Council adoption in September 2020.
- d. Attendance and presentation of the final Integrated Transport Management Strategy at a TSWG/TIAC meeting/workshop when revised.
- e. Consultants should provide for at least two revisions of the final Integrated Transport Management Strategy and actions following consultation to enable changes to be made prior to and following considerations of the final report by the TSWG/TIAC.
- f. Presentation of the final Integrated Transport Management Strategy to a meeting of Council's Strategic Planning Workshop following Council adoption.
- g. Participate in weekly update meetings (phone/skype acceptable) with Council's Project Manager.

11. CLIENT AND STAKEHOLDERS

Byron Shire Council will be the project client.

Project Manager: Daniel Strzina – Infrastructure Planning Project Engineer

Council Stakeholders: Councillors, Transport and Infrastructure Advisory Committee (TIAC), Transport Strategy Working Group (TSWG), the Local Traffic Committee and other Council planning project groups.

External Stakeholders: Transport for New South Wales, Roads and Maritime Services, Chambers of Commerce, Community Groups, Transport Providers and others to be identified.

Transport Strategy Working Group

A Transport Strategy Working Group has been established and represented by members of TIAC and relevant Council staff including management & operational staff from Infrastructure Planning, Works and Sustainable Environment & Economy.

12. COMMUNICATION

The Consultant is required to participate in the following meetings/workshops with TIAC/Working Group:

- Inception Meeting – a meeting/workshop with the Project Manager and TSWG/TIAC. The Consultant will prepare a Project Plan (using the suggested template (**Attachment 2**) or other) outlining proposed dates of key deliverables for discussion and finalisation at this meeting.
- Post-consultation Meeting - presentation of findings-to-date and proposed strategic direction including objectives and actions).
- Presentation of the Draft Integrated Transport Management Strategy.
- Presentation of the Final Integrated Transport Management Strategy.

Additionally, the Consultant is required to present the Final Integrated Transport Management Strategy to a meeting of Council's Strategic Planning Workshop.

The Consultant will provide **weekly updates** on the progress of the project to the Council Project Manager. Updates will be provided as emails and make reference to the Project Plan supplied. The Consultant should also allow for a phone/skype meeting of up to 1h to discuss project progress and direction.

A cost for participating in any additional meetings, teleconferences, fieldtrips or providing presentations is required as part of the proposal.

13. CONSULTATION AND ENGAGEMENT

A Communication and Engagement Plan has been developed by Staff and will be provided to the successful Consultant. It will involve the following stages:-

Stage 1 – General online survey to inform general public and attract key stakeholders.

This stage involves an online survey using Council's Bang the Table Platform and will engage members of the public by first educating them of the Strategy and the development processes involved, and then inviting them to contribute their ideas on what they would like to see included during the development process.

During this stage of consultation, the desired outcomes are:

- Input from members of the broader community
- Initial engagement of potential stakeholders
- Delivery of an understanding of the project and the process timeline.
- Preliminary input from community and stakeholders on strategic concepts for consideration.
- Any additional data required by the Consultant from the broader community.

The survey will be publicised through a dedicated web page, newspaper advertising, social media, direct engagement of known stakeholders and media releases.

Stage 2 – Targeted consultation and engagement with key stakeholders through meetings/workshops organised by Council Staff, facilitated by consultant.

This stage will be undertaken during the initial phase of the project to assist the Consultant with direction and content for further development of the Strategy.

During this stage of consultation, the desired outcomes are:

- A high level of stakeholder involvement.
- Delivery of an understanding of the project and the process timeline.
- High quality input from stakeholders on strategic concepts for consideration.
- Any additional data required by the Consultant from stakeholders.

This stage involves the identification and engagement of key stakeholders so as to invite them to participate in one of a series of workshops on the development of the ITMS. Four (4) workshops are planned to take place to allow for representatives from a broad range of stakeholder groups to attend. Stakeholder representatives are to be across a range of technologies and services, not just representing a particular business. The Consultant will be required to work with Council to compile a stakeholder list that includes and builds upon those mentioned. The Consultant will also be required to structure and facilitate the workshops so as to ensure the information collected is of high quality and valuable to the development of the Strategy.

Stage 3 – Public exhibition of draft document.

This stage of consultation involves a full public exhibition of the Draft ITMS for comment. The goal of this stage is to inform the community and stakeholders of each plan, as well as involve them by inviting them to comment prior to the preparation of the Final ITMS.

This campaign will involve the delivery of the Draft ITMS, an engagement survey, a dedicated web page, newspaper advertising, social media, direct engagement of known stakeholders and media releases.

A facilitated workshop will also be held to present the DRAFT ITMS to the TSWG/TIAC to develop outcomes for consideration in finalising the report.

Delivery of the final document in each case will be accompanied by an informative set of communications to thank the community for their input and advise how their input influenced the process. This will be undertaken through the project dedicated web page, social media, direct engagement of known stakeholders and media releases.

The Consultant will be required to participate in all engagement processes to inform, consult and gain feedback for use in the development of the strategy. The Consultant will also be required to assist with the production of written and visual communications for the purposes of publicising the various stages of consultation, including web content, newspaper advertising, social media, emails, letters and media releases.

14. PROPOSED PROJECT TIMELINE

The following project timeline is approximate and subject to change based on the requirements of the project, the Consultant and the availability of the TSWG/TIAC.

Date	Action
August 2019	Engage Consultant.
September 2019	Inception meeting with TSWG/TIAC.
October 2019	Consultation Stage 1 – General online survey to inform the community and attract key stakeholders.
November 2019	Consultation Stage 2 – Targeted consultation and engagement with key stakeholders through meetings/workshops organised by Council Staff, facilitated by Consultant.
December 2019	Post-consultation meeting with TSWG/TIAC (presentation of findings-to-date and proposed strategic direction including objectives and actions).

March 2020	Presentation of the Draft ITMS to TSWG/TIAC.
April 2020	Revision and preparation of the final Draft ITMS for Public Exhibition.
May 2020	Final Draft ITMS goes to Council for endorsement for Public Exhibition.
June 2020	Consultation Stage 3 – Public exhibition of Draft ITMS.
July 2020	Preparation of the Final ITMS.
August 2020	Presentation of the Final ITMS to TSWG/TIAC.
September 2020	Council adoption of the Final ITMS.
October 2020	Presentation of the Final ITMS to the SPW.

15. COUNCIL TO PROVIDE

Access to relevant Council staff.

Council data and information relevant to the Brief.

16. FORMAT FOR DELIVERABLES

The consultant shall supply the client with:

- An electronic copy of the Project Plan to be provided for approval by the Project Manager.
- Fortnightly updates on the progress of the project to the Council Project Manager. Updates will be provided as emails and make reference to the Project Plan supplied.
- Summaries of all feedback & consultation outcomes.
- Minutes of relevant meetings/workshops.
- All reports, maps etc. in native format.
- Electronic copies in WORD and PDF formats (inclusive of relevant appendices, illustrations, figures, plates and references) of the draft and final versions of the Integrated Transport Management Strategy.
- The document will include the following acknowledgement: Byron Shire Council has prepared this document with assistance from [consultant]. This document does not necessarily represent the opinions of the [consultant].'
- Front covers of documents shall bear the logo of Byron Shire Council.
- The Consultants logo and details should not appear on the front cover.
- The structure and headings of the reports will be confirmed with Council prior to provision of each draft report.
- Information should be presented in appropriate form and in language that can be readily understood by the layperson.
- Text sections of the report should be in black text minimum Arial 11 font or equivalent (A4 sized paper). Graphics, photographs and maps should be presented in colour where appropriate. A3 sized paper may be used for maps and figures where necessary.
- Both draft and final reports should be provided in Microsoft Word and PDF versions. Graphics or maps should be provided in JPEG or TIFF format.
- Three copies of the final reports, two suitably bound, plus one unbound, reproducible copy. All copies shall be double-sided. Noting that, in accordance with Council resolution 04-17, no document to Council is to be printed single-sided, unless specifically requested.
- The Deliverables arise from the original work of the Contractor, and upon delivery or creation the Principal will obtain absolute and unencumbered legal and beneficial ownership of the Deliverables and all Intellectual Property rights in the Deliverables.

17. LIST OF ATTACHMENTS

Att1 - 2019 03 08 - I2019 80 Report to Transport and Infrastructure Advisory Committee Development of a Shire-wide Transport Strategy

Att2 – E2015 36109 Project Plan Template

2. PERFORMANCE REVIEW

Byron Shire Council will use the following General Key Performance Indicators to evaluate performance of the successful bidder.

Performance will be evaluated regularly, at least monthly and always upon completion of the contract. Each assessment will form the basis of the Performance Review.

Should one or more of the KPIs be considered irrelevant or unworkable, the parties must meet in good faith and agree on an alternative KPI as may be required under the contract.

General Key Performance Indicator Score Rating Scale

1. Unacceptable/deficient
2. Limited/flawed
3. Adequate/satisfactory/appropriate
4. Competent/proficient
5. Strong/superior/exceeds expectations

Key Performance Indicator		Rating					Comments
		1	2	3	4	5	
1.	Key objectives/deliverables*						
2.	Quality of work						
3.	Time						
4.	Reporting						
5.	Communication						
6.	WH&S compliance						

* The Key Objectives/Deliverables have been set out in this Request for Quotation. These are the results that the Supplier is expected to deliver to meet Council's key contract requirements.

3. STANDARD CONDITIONS OF QUOTATION

1. AGREEMENT TO THESE CONDITIONS OF QUOTATION

By submitting a Quotation, Proponents are indicating their acceptance to be bound by the conditions set out in this section.

2. PROPONENTS NOT TO SOLICIT COUNCIL PERSONNEL

Proponents must not at any time before Council makes a final decision to accept a Quotation, interview or attempt to interview or discuss or attempt to discuss any matter about the Request for Quotation with Council's officials or personnel other than Council's Contact named in this RFQ. Any Quotation submitted by a Proponent that contravenes this clause 2 may be rejected.

3. PROPONENT WARRANTIES

The Proponent warrants to Council that by submitting a Quotation:

- a) It has carefully examined the contents of the RFQ documents and any other information made available by or on behalf of Council for the purposes of quoting;
- b) It has examined all information relevant to the risks, contingencies, and other circumstances having an effect of the Quotation;
- c) It has informed itself of the nature of the obligations to be performed under the Contract, including the labour, plant, materials, mechanical plant and other resources necessary, suitable or desirable to perform these obligations;
- d) It has satisfied itself to the sufficiency of its Quotation for the supply of the Goods and/or Services and obligations in the Quotation documents and that the quoted price includes compliance with all of its obligations under the Contract and all things necessary for the proper performance and completion of the Contract;
- e) It has not relied on information provided, or represented to be provided, by or on behalf of Council without independently verifying that information and independently satisfying itself of the adequacy, accuracy, and correctness of the information;
- f) It has not approached Council officials or personnel, other than the Contact in respect of this RFQ; and
- g) Information included in the Quotation is accurate and that the delivery of the proposed Goods and/or Services will comply with all applicable laws.

The Proponent acknowledges that Council will rely on the warranties given in this clause 3 in considering the Quotation. Failure by the Proponent to do any or all of the things it warrants to have done will not relieve the Proponent (if its Quotation is successful) of its liability to perform and complete the Contract in accordance with its terms, and in particular, in accordance with the quoted price.

4. SUBMISSION OF QUOTATION

(a) LODGEMENT OF QUOTATION

Quotations must be submitted in writing by the Closing Time at the place for submission identified on the cover page of this RFQ.

It is the Proponent's responsibility to submit a Quotation in accordance with the conditions of Quotation, in a legible form and, in the case of electronic submission, in an uncorrupted format and by secure means.

All Quotations lodged will become the property of Council and on no account will they be returned to the Proponent.

(b) ELECTRONIC LODGEMENT

The following conditions apply to Quotations lodged electronically:

- (a) Each file submitted should be no greater than 8 megabytes in size;
- (b) Proponents must ensure that transmission of all files is completed and receipted before the Closing Time.
- (c) The time displayed on the Nominated Quotation Website is deemed to be the correct time and will be the means by which the Quotation Panel will determine that Quotations have been lodged by the Closing Time.
- (d) Quotations received after the Closing Time will not be accepted unless the delay in receipt is caused by an error with the Nominated Quotation Website (eg a system outage).
- (e) The judgement of the Quotation Panel as to the time a Quotation has been lodged will be final.
- (f) Late Quotations, incomplete Quotations, including those with electronic files that cannot be read or decrypted or otherwise in an incompatible format, Quotations which the Quotation Panel believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Nominated Quotation Website and/or the recipient's computing environment, will be excluded from evaluation.

(c) QUOTATION VALIDITY PERIOD

All Quotations submitted will remain open for acceptance during the Quotation Validity Period. The Proponent may not withdraw or, unless permitted by the Contact, amend a Quotation during the Quotation Validity Period.

5. ASSESSMENT CRITERIA

The Quotation Panel will assess Quotations against consistent predetermined criteria. The following assessment criteria apply.

Mandatory Requirements

- Proponent has a valid Australian Business Number
- Substantial conformance to Conditions of Contract and the Specification
- Holds, or is able to obtain, the required insurances
- Proponent confirms they have no involvement in the development and operation of the Carmichael mine or otherwise have ties to Adani.
- Proponent confirms they do not gain any financial benefit from Australia's offshore detention centres.

Qualitative Criteria

- Price
- Staff experience and capability
- Relevant organisational experience
- Proposed program and methodology

The qualitative criteria are not necessarily of equal weighting or presented in any particular order.

6. ACCEPTANCE OF QUOTATION

(a) COUNCIL'S RIGHTS

Without limiting its rights at law or otherwise, Council may, in its absolute discretion, accept any or no quotation and reject any quotation.

Council is not bound to accept the lowest-priced or any quotation.

(a) METHOD OF ACCEPTANCE

A Quotation will be accepted only when the Proponent receives a notice in writing from Council that the quotation is accepted.

(a) NOTIFICATION OF PROPONENTS

All unsuccessful Proponents will be notified in writing by Council as soon as practicable after a Contract is entered into with the successful Proponent or a decision is made not to accept any of the Quotations.

7. FORMATION OF CONTRACT

Following notification of acceptance, Council and the successful Proponent will enter into a Contract in the same or substantially similar form as Part A3. Lodgement of a Quotation will be an acknowledgement and representation by the Proponent that it agrees to comply with the Contract in its entirety.

8. RELEASE OF INFORMATION

By submitting a Quotation, the Proponent acknowledges that:

- (i) Council is under statutory obligations concerning the management and public release of information held by it; and
- (ii) The Proponent will not object to the release of any information contained in a Quotation in accordance with those statutory requirements or claim damages from Council arising from the release of such information.

9. COLLUSIVE CONDUCT

In consideration of being invited to quote, the Proponent promises as a fundamental condition that it will not engage in any uncompetitive behaviour or other practice which denies legitimate business opportunities to other Proponents or other participants in the Quotation process. In particular, the Proponent promises that:

- (a) It has, at the time of submission of its Quotation:
 - i. No knowledge of the Quotation Price of any other Proponent;
 - ii. Not entered into any agreement with other Proponents as to who should be the successful Proponent;
 - iii. Not been involved in any meetings of Proponents to discuss Quotations prior to the submission of the Quotations, if a representative of Council is not present;
 - iv. Not been involved in the exchange of information with other Proponents about the Quotation.
- (b) Is not, at the time of submission of its Quotation, a party to any contract arrangement or understanding:
 - i. Pursuant to which there is or will be a payment or allowance of money or the securing of reward or benefit for unsuccessful Proponents by the successful Proponent;
 - ii. Between it and any other Proponent pursuant to which prices or conditions relating to the Quotation for the Goods and/or Services or any contract for the Goods and/or Services are fixed;
 - iii. To pay or allow any money or secure any reward or benefit directly or indirectly to a trade or industry association (above the standard fees) in relation to this Quotation (except as disclosed in the Quotation); and
- (c) The Proponent will not submit a cover Quotation (that is a Quotation that purports to be genuine but which has been deliberately priced in order not to win the Contract or commission) and will not provide any assistance to another Proponent to do so.

If a Proponent is in breach of this clause 9, Council may:

- (i) Refuse to consider its Quotation; and
- (ii) Take such other action as it is entitled to take at law, including referring any evidence of collusive Quoting to the Australian Competition and Consumer Commission.

PART A3– CONDITIONS OF CONTRACT

This **Contract** is made on [insert date]

Parties	
Between	Byron Shire Council ABN 14 472 131 473 of 70 – 90 Station Street MULLUMBIMBY NSW 2482 (Principal)
And	[insert Contractor's name] ABN [insert] of [insert address] (Contractor)

RECITALS

- A. The Principal issued a Request for Quotation in relation to the Requirements.
- B. The Contractor lodged the Quotation with the Principal.
- C. The Principal has accepted the Quotation.
- D. This document records the terms upon which the Requirements will be satisfied by the Contractor.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In this Contract, unless contrary to or inconsistent with the context:

Background IP means in relation to a party all Intellectual Property rights owned by or licensed to that party at the Commencement Date of the Contract and which are necessary or desirable for the provision of the Services.

Business Day means a day which is not a Saturday, a Sunday, nor a public holiday in Sydney;

Commencement Date means the date specified in Item 2 of Schedule 1;

Confidential Information means the terms of this Contract and all know-how, technical and financial information, Deliverables, and any other commercially valuable or sensitive information in whatever form, including customer lists, products or past, existing or future business operations, administration or strategic plans, trade secrets, technical knowledge, concepts, ideas, samples, devices, models and any other materials or information of whatever description, which the Principal regards as confidential, proprietary or of a commercially sensitive nature that may be in the possession of the Principal's employees or management. The following are exceptions to such information:

- (a) Information which is lawfully in the public domain prior to disclosure by the Principal;
- (b) Information which enters the public domain otherwise than as a result of an unauthorised disclosure;

- (c) Information which is or becomes lawfully available to the Contractor from a third party who has the lawful power to disclose such information to the Contractor on a non-confidential basis; and
- (d) Information which is rightfully known by the Contractor (as shown by its written record) prior to the date of disclosure.

Contract means this agreement between the Principal and the Contractor, including Special Conditions (if any), annexures, exhibits, appendices, schedules and other documents incorporated by reference and forming part of this Contract;

Contractor's Representative means the person set out in Item 5 of Schedule 1 or any approved replacement notified to the Principal from time to time;

Deliverables means all deliverables which are to be provided to the Principal under the Contract, and are identified as "deliverables" in the Quotation Documents;

Early Settlement Discount means the early payment discount (if any) described in Item 9 of Schedule 1;

Financial Year means the period from 1 July to 30 June and, if the Commencement Date is later than 1 July, will include such lesser period from the Commencement Date to 30 June;

Goods and/or Services means the goods and/or services to be provided by the Contractor as described in the Quotation documents;

Initial Term has the meaning given in Item 3 of Schedule 1;

Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, know-how, plant varieties, registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and rights to maintain the confidentiality of information, but does not include Moral Rights that are not transferable.

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time) being "droit moral" or other analogous rights arising under a statute (including the *Copyright Act 1968* (Cth) or any other law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world.

Payment Claim has the meaning give in clause 5.4(a);

Personnel mean, in respect of a party, its officers, employees, agents and (in respect of the Contractor) approved subcontractors;

Principal's Representative means the person set out in item 5 of Schedule 1 (or such person's authorised delegate) or any other person so appointed by the Principal as notified to the Contractor from time to time;

Quotation has the meaning given in Item 1 of Schedule 1;

Quotation Documents mean the Request for Quotation, the Quotation and any other document incorporated by reference and forming part of those documents;

Quotation Price means the rate(s) or price(s) Quotationed by the Contractor in the Quotation to provide the Goods and/or Services; and

Renewal Term has the meaning given in Item 4 of Schedule 1;

Request for Quotation has the meaning give in Item 1 of Schedule 1;

Specifications means the specifications in respect of the Goods and/or Services, as set out in the Quotation Documents;

Special Conditions means those terms and conditions contained in Item 10 of Schedule 1 (if any) (which modify and take precedence over the terms in the body of this Contract);

Term means the Initial Term and any Renewal Term.

1.2. INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) The **singular** includes the plural and vice versa;
- (b) Where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning;
- (c) A reference to a **party** includes the Principal and the Contractor and in each case includes the party's successors and permitted assigns;
- (d) A reference to a **person** includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (e) A reference to this **Contract** includes any variation, novation, replacement, or supplement to any of them from time to time;
- (f) A reference to a **part, clause, exhibit, appendix** or **schedule** is a reference to a part of, clause of, exhibit, appendix or schedule to this Contract;
- (g) A reference to any **legislation** or to any provision of any legislation includes any modifications or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- (h) A reference to **conduct** includes any omissions, representation, statement or undertaking, whether or not in writing;
- (i) Specifying anything in this Contract with the words **including, includes** or **for example** or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (j) No **rule of construction** applies to the disadvantage of a party because that party was responsible for the preparation of a document; and
- (k) A reference to **any thing** (including any amount) is a reference to the whole or each part of it and a reference to a group of persons is a reference to any one or more of them.

2. TERM AND RENEWAL

- (a) This Contract commences on the Commencement Date and, subject to earlier termination by either Party under this Contract or at law, will remain in force for the Term.
- (b) The Principal may at its sole discretion renew this Contract for a Renewal Term by giving the Contractor written notice one month prior to the expiry of the then current term.

3. SPECIAL CONDITIONS

- (a) If this Contract contains any Special Conditions, the terms in the body of this Contract are modified by those Special Conditions.
- (b) In the event of any inconsistency between the Special Conditions and the terms in the body of this Contract, the provisions in the Special Conditions will prevail to the extent of any inconsistency.

4. GOODS AND/OR SERVICES

4.1. PROVISION OF GOODS AND/OR SERVICES

The Contractor must provide the Goods and/or Services to the Principal in accordance with this Contract.

4.2. DELIVERY

- (a) The Contractor must deliver the Goods and/or Services to the Principal at the place(s) specified in the Quotation Documents or as subsequently advised to the Contractor by the Principal in writing.
- (b) Risk in any Goods passes to the Principal upon physical delivery to the Principal (or its nominee). Property to the Goods passes to the Principal upon the earlier of physical delivery to the Principal (or its nominee) or payment for those Goods, unless payment is bona fide in dispute in which case property passes upon physical delivery to the Principal (or its nominee).

4.3. PERSONNEL AND RESOURCES

- (a) The Contractor will:
 - i. ensure its Personnel are suitably qualified to provide the Goods and/or Services;
 - ii. allocate sufficient Personnel and resources to the Goods and/or Services; and
 - iii. ensure its Personnel are aware of and comply with the Contractor's obligations under this Contract.
- (b) The Contractor will, at all times, be liable and responsible for the behaviour and actions of its Personnel.
- (c) If directed by the Principal, the Contractor will immediately remove from involvement in delivering the Goods and/or Services, any Personnel who, in the reasonable opinion of the Principal, should be removed by reason of his/her misconduct or inefficiency and replace such Personnel with a suitable replacement.

4.4. CO-OPERATION, INFORMATION AND ASSISTANCE

The Contractor will:

- (a) Cooperate with the Principal in all matters relating to the Goods and/or Services;
- (b) Not interfere with the Principal's activities or the activities of any other person at the place for delivery of the Goods and/or Services;
- (c) Provide all such reasonable information and assistance as the Principal requires in connection with any statutory, local Government, work, health and safety or any environment investigation or requirement in connection with the supply of the Goods and/or Services.

5. QUOTATION PRICE AND PAYMENT

5.1. QUOTATION PRICE

The Quotation Price must remain fixed for the Term.

5.2. PAYMENT

The Principal will, subject to the terms and conditions of this Contract, pay to the Contractor the amounts due for payment from time to time in accordance with an accepted Payment Claim.

5.3. PAYMENT CLAIMS

- (a) The Contractor shall make a written claim for payment at the frequency specified in Item 10 of Schedule 1.

- (b) A Payment Claim must include details of the Goods and/or Services for which payment is claimed and any additional information the Principal may reasonably require from time to time for the purposes of assessing the Payment Claim.

5.4. ASSESSMENT OF PAYMENT CLAIMS

- (a) The Principal will assess a Payment Claim within 10 Business Days of receipt from the Contractor and notify the Contractor whether it accepts or rejects the Payment Claim.
- (b) The Principal may reject a Payment Claim which it reasonably considers is not in accordance with this Contract in which case it must notify the Contractor of any reasons for rejection of a Payment Claim and the action the Contractor must take to render the Payment Claim correctly.
- (c) If the Principal accepts a Payment Claim, it will pay in accordance with this Contract subject to the Early Settlement Discount (if applicable).

5.5. GOODS & SERVICES TAX

- (a) In this clause 5.6:
 - i. **GST** and **GST Act** have the meanings given in the *A New Tax System (Goods and Services) Act 1999 (Cth)* and
 - ii. the expressions **input tax credit**, **supply**, **tax invoice**, **recipient** and **taxable supply** have the meanings given to those expressions in the GST Act.
- (b) Unless otherwise expressly stated, all amounts stated to be payable in this Contract are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of an additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Contract, subject to the provision of a tax invoice.
- (d) If this Contract requires a party to pay for, reimburse or contribute to any expense, loss, indemnity or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
 - i. The amount of the reimbursable expense less the input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
 - ii. If the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.

6. REPORTING AND RECORDS

6.1. RECORDS

The Contractor will maintain complete and accurate records in relation to the Goods and/or Services provided to the Principal in accordance with good business practice and applicable laws and regulations.

6.2. REPORTS

- (a) The Contractor must submit reports at the frequency, and containing the information, as specified in Item 11 of Schedule 1.
- (b) Reports must be provided no later than the time specified in Item 11 of Schedule 1.

6.3. ADDITIONAL INFORMATION

Upon reasonable notice from time to time, the Principal may request that the Contractor supplement its reports by providing the Principal any other information relevant to the provision of the Goods and/or Services.

6.4. RIGHT OF INSPECTION

The Principal, or its duly authorised representatives, after giving reasonable notice, will have the right during business hours:

- (a) To inspect and take copies of the accounts and records of the Contractor relating to the Goods and/or Services; and
- (b) To enter upon the premises of the Contractor to inspect the circumstances of the supply of the Goods and/or Services.

6.5. GOVERNMENT INFORMATION (PUBLIC ACCESS) ACT 2009 (GIPA ACT)

- (a) In addition to the Contractor's reporting and record keeping obligations under this clause 6, the Contractor must, within 7 days of receiving a written request from the Principal, immediately provide from the records held or controlled by the Contractor:
 - i. Information that relates directly to the provision of the Goods and/or Services;
 - ii. Information collected by the Contractor from members of the public to whom it provides, or offers to provide, the Goods and/or Services; and
 - iii. Information received by the Contractor from the Principal to enable it to provide the Goods and/or Services.
- (b) For the purposes of sub-clause 6.5(a), the Contractor need not provide information:
 - i. That discloses or would tend to disclose the Contractor's financing arrangements, financial modelling, cost structure or profit margin;
 - ii. That the Contractor is prohibited from disclosing to the Principal by provision made by or under any Statute, whether of any State or Territory, or of the Commonwealth; or
 - iii. That, if disclosed to the Principal, could reasonably be expected to place the Contractor at a substantial commercial disadvantage in relation to the Principal whether at present or in the future.
- (c) Any failure by the Contractor to comply with any request by the Principal under this clause 6.5 will be considered a breach of an essential term of this Contract.
- (d) The Principal will take all reasonably practicable steps in accordance with section 54 of the GIPA Act to consult with the Contractor before providing any person with access to information relating to this Contract, in response to any access application under the GIPA Act, if it appears that:
 - i. The information:
 - a. Includes personal information about the Contractor or its employees; or
 - b. Concerns the Contractor's business, commercial, professional, or financial interests.
 - ii. The Contractor may reasonably be expected to have concerns about disclosure of the information; and
 - iii. Those concerns may reasonably be expected to be relevant to the question of whether there is a public interest consideration against disclosure of the information.
- (e) The Contractor will ensure that the Principal has access in accordance with this clause 6.5 to such information held or controlled by the Contractor's sub-contractors in respect of the Goods and/or Services.

7. REVIEW MEETINGS AND MONITORING AND EVALUATION

7.1. DESIGNATED REPRESENTATIVES

- (a) The Contractor and Principal must both nominate a person as their representative.
- (b) The Contractor must notify the Principal within 5 Business Days of any change to its representative. If the Principal, acting reasonably, objects to the Contractor's replacement representative, the Contractor must use its best endeavours to promptly find a replacement who is satisfactory to the Principal.

7.2. REVIEW MEETINGS

The Principal and the Contractor agree to meet at least at the frequency specified in Item 12 of Schedule 1 in order to discuss provision of the Goods and/or Services to the Principal and this Contract generally. The Principal's Representative and the Contractor's Representative must be present at all review meetings.

7.3. MONITORING AND EVALUATION

- (a) The Principal will monitor the Contractor's performance during the Term, considering:
- i. Timeliness of provision of Goods and/or Services;
 - ii. Regular reporting;
 - iii. Compliance with any KPIs and Specifications;
 - iv. Inspections undertaken by the Principal; and
 - v. Communication protocols.
- (b) If the Contractor, in the Principal's reasonable opinion, is not performing in accordance with its obligations under this Contract, the Principal may notify the Contractor that it is unsatisfied with the Contractor's performance. Within 10 Business Days from the date of service of that notice, the Contractor's Representative and the Principal's Representative will meet and together:
- i. Review the Contractor's performance against the requirements of this Contract; and
 - ii. Draft a plan of corrective action to enable the Contractor to rectify the areas of non-performance.
- (c) If:
- i. The Contractor is unwilling or unable (without reasonable excuse) to meet with the Principal's Representative within 10 Business Days of the date of service of the notice referred to in subclause 7.3(b) above; or
 - ii. The Contractor's Representative and the Principal's Representative fail within 10 Business Days of the first date of meeting to agree upon a plan of corrective action to enable the Contractor to rectify the areas of non-performance; or
 - iii. The Contractor fails to undertake the agreed corrective action to the reasonable satisfaction of the Principal within 30 days of agreement on the plan or other such time as is specified in the plan;

then the Principal may terminate the Contract with immediate effect by serving notice of termination on the Contractor.

8. CONFIDENTIALITY

8.1. PROTECTION OF CONFIDENTIAL INFORMATION

The Contractor must:

- (a) Take all reasonable steps to keep the Confidential Information confidential at all times;
- (b) Only use the Confidential Information to the extent necessary for compliance with this Contract; and
- (c) Only disclose the Confidential Information to those of its Personnel who need to know such information for the purposes of providing the Goods and/or Services. The Contractor must inform such Personnel of the confidential nature of the Confidential Information and ascertain that such Personnel agreed to strictly abide by the terms of this clause 8.1.

The Contractor acknowledges and agrees that it will be responsible for any breach of this clause 8.1 by any of its Personnel and any such breach shall be deemed to be a breach of this Contract by the Contractor.

8.2. DISCLOSURES REQUIRED BY LAW

The Contractor may disclose Confidential Information if legally compelled to do so by any judicial or administrative body having authority to compel such disclosure in connection with any action or investigation. The Contractor must take all reasonably available legal measures to avoid such disclosure before doing so, and must notify the Principal as soon as practicable after such disclosure is sought or ordered, so that the Principal may seek an appropriate protective order or other remedy.

8.3. RETURN OF CONFIDENTIAL INFORMATION

The Contractor must deliver to the Principal or destroy, at the Principal's option, all documents and other materials in any medium in its possession or under its control which contain or refer to any Confidential Information on the earlier of demand by the Principal, expiry or termination of this Contract for any reason, or the time such documents and other materials are no longer required to provide the Goods and/or Services.

8.4. MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS

The Contractor may not use the Principal's name in any press release, advertising or other promotional material without the prior written consent of the Principal.

9. PRIVACY

Each party will comply with the Australian Privacy Principles (APPs) under the *Privacy Act 1998* (Cth) and all applicable State legislation relating to the collection, holding, use and disclosure of personal information.

10. WARRANTIES

The Contractor warrants that:

- (a) It has the necessary skills, experience, qualifications, resources, capacity and know-how to provide the Goods and/or Services in accordance with this Contract;
- (b) Any Goods will be of acceptable quality and fit for any purpose specified in writing in the Quotation Documents; and
- (c) The Deliverables arise from the original work of the Contractor, and upon delivery or creation the Principal will obtain absolute and unencumbered legal and beneficial ownership of the Deliverables and all Intellectual Property rights in the Deliverables.

11. INDEMNITY

- (a) The Contractor releases and indemnifies the Principal, their employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Contractor and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential loss) arising out of:
 - i. A breach of the Contractor's warranties or obligations contained in this Contract; or
 - ii. The death of or personal injury to persons or property damage arising out of or in connection with the Goods and/or Services; or
 - iii. The failure of any Personnel of the Contractor to use reasonable care in carrying out the Contractor's obligations under this Contract;
 - iv. The breach of Intellectual Property rights of any person arising out of or in connection with the Goods and/or Services.

and from and against all damages, reasonable costs and expenses incurred in defending or settling any such claim, proceeding or demand.

- (b) The Contractor's liability under the indemnity in clause 11(a) will be reduced proportionately to the extent that any act or omission involving fault on the part of the Principal or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

12. INSURANCE

12.1. EFFECT AND MAINTAIN INSURANCE

- (a) The Contractor must, at its cost, take out and maintain for the Term and, with respect to professional indemnity insurance, for 7 years thereafter, with an insurer authorised under the *Insurance Act 1973* (Cth) to carry on insurance business in Australia (**Authorised Insurer**) except for workers' compensation insurance where a license compliant with applicable law may apply, the following policies or insurance in relation to the Goods and/or Services provided:
- i. A comprehensive public and products liability policy to cover all sums which it may become legally liable to pay as compensation consequent upon:
 - a. Death or, or bodily injury (including disease or illness) to, any person; and
 - b. Loss of, or damage to, property; arising out of or in connection with the Goods and/or Services. The limit of liability provided by this policy for each and every event must be not less than the amount specified in Item 6 of Schedule 1;
 - ii. Workers compensation insurance for all employees, regardless of full, casual or part-time employment;
 - iii. Comprehensive or unlimited third party property insurance (as applicable) for registered vehicles, equipment and plant;
 - iv. Professional indemnity insurance; and
 - v. Other insurances on such terms as required by law or as reasonably required by the Principal;
- (b) The effecting of insurance does not limit the liabilities or obligations of the Contractor under this Contract.

12.2. GENERAL INSURANCE REQUIREMENTS

All insurances required under this clause 12:

- (a) (**exclusions**): must not contain any unusual condition, exclusion, endorsement or alteration not usually included in policies of the relevant class provided by Authorised Insurers to a reasonably and commercially prudent contractor in respect of goods and/or services the same as or similar to the Goods and/or Services, in light of all relevant circumstances, including the Contractor's obligations under this Contract, unless it is first approved in writing by the Principal;
- (b) (**named insured**): in the case of public liability insurance referred to in clause 12.1(a) must name the Principal as named insured for its respective rights, interests and liabilities;
- (c) (**waiver and cross liability clause**): which name more than one insured must include a waiver and cross liability clause in which the insurer agrees:
- i. To waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured;
 - ii. That the term "insured" applies to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result); and
 - iii. That any non-disclosure, breach of any duty or act or omission by one insured does not prejudice the right of any other insured to claim under any insurance;

- (d) **(prior notice)**: in the case of public liability insurance referred to in clause 12.1(a)i must contain a term which requires the insurer to give the Principal 20 Business Days notice prior to:
- i. The insurer giving the Contractor a notice of cancellation;
 - ii. The insurer cancelling the policy on the Contractor;
 - iii. The Contractor allowing the policy to expire; or
 - iv. The insurer giving either party any other notice in respect of the policy;

12.3. GENERAL INSURANCE OBLIGATIONS

The Contractor must

- (a) Not do or permit, or omit to do, anything which prejudices any insurance policy or recovery;
- (b) Rectify anything which might, if not rectified, prejudice any insurance policy or recovery;
- (c) Reinstate any insurance policy if it lapses
- (d) Not cancel, vary or allow any insurance to lapse without the prior written consent of the Principal;
- (e) Ensure that the insurance policy wordings are governed by and construed in accordance with the law in force in the relevant jurisdiction;
- (f) Immediately notify the Principal of any fact or circumstance or change in circumstances which may prejudice an insurance policy or recover;
- (g) Fully and promptly disclose every matter known to it, being a matter that:
 - i. It knows to be a matter relevant to the decision of the insurer whether to accept the risk and, if so, on what terms; or
 - ii. A reasonable person in the circumstances could be expected to know to be a matter so relevant,to too insurers (and any persons action on their behalf) relating to the insurance policies (whether held solely or jointly with others) in all respects, including where failure to do so would violate or invalidate the relevant policy;
- (h) Diligently pursue recovery of claims made under the insurance policies; and
- (i) Comply at all times with the terms of each insurance policy.

12.4. SUBCONTRACTORS TO EFFECT AND MAINTAIN INSURANCE

The Contractor must ensure that all subcontractors engaged in connection with this Contract, before commencing delivery under their respective, are either:

- (a) Covered by the insurances that the Contractor is required to maintain in accordance with this clause 12 or such other amounts and periods as the Principal may determine or which the Quotation Documents may require; or
- (b) Effect and maintain policies of insurance of the same types and for amounts and periods set out in this clause 12 or such other amounts and periods as the Principal (acting reasonably) may determine or which the Quotation Documents may require.

Nothing in this clause relieves the Contractor from its obligation to ensure that the Contractor's public liability and professional indemnity insurance indemnify the Contractor for liability arising from the conduct of its subcontractors.

12.5. EVIDENCE OF CURRENCY

Within 5 Business Days of a request from the Principal, the Contractor must provide written evidence satisfactory to the Principal that it is (or its subcontractors are) maintaining the insurances required by this clause 12.

12.6. POTENTIAL CLAIMS

If any event occurs which may give rise to a claim involving the Principal under any policy of insurance described in clause 12 then the Contractor must:

- (a) Notify the Principal as soon as is reasonably practicable but in any event within 5 Business Days of the occurrence of that event; and
- (b) Ensure that the Principal is kept fully informed of any subsequent actions and developments concerning the relevant claim.

12.7. FAILURE TO INSURE

Without limiting any other rights or entitlements the Principal may have, until such time as the Contractor complies with its obligations under this clause 12, the Principal may withhold any payment otherwise due to the Contractor under this Contract.

13. TERMINATION

13.1. TERMINATION BY PRINCIPAL

The Principal may terminate this Contract immediately by giving written notice to the Contractor if:

- (a) The Principal is entitled to terminate this Contract under clause 7.4(c) or clause 15(c); or
- (b) The Contractor is convicted of any offence which, in the opinion of the Principal, is relevant to the discharge of its obligations under this Contract.

13.2. TERMINATION FOR CAUSE

(a) In addition to the Principal's rights under clause 13.1, the Principal may terminate this Contract immediately by giving written notice to the Contractor if the Contractor:

- i. Fails to provide the services within the agreed timeframe and/or in accordance with the specifications;
- ii. Fails to rectify any serious breaches within 30 days of receiving a notice in writing from Council's Representative which specifies the relevant breach;
- iii. Assigns the rights under, or subcontracts the whole or part of the Contract without the written consent of Council;
- iv. Becomes bankrupt, goes into liquidation, enters into an arrangement or composition with its creditors or if a receiver or manager is appointed in respect of the Contract.

13.3. EFFECT OF TERMINATION

(a) Without limiting any other rights or entitlements the Principal may have, if the Principal terminates this Contract under clause 13.1 or clause 13.2:

- i. Any losses that have been incurred by the Principal may be recoverable from the Contractor;
- ii. The Principal may recover from the Contractor any sums paid for undelivered Goods and/or Services;
- iii. The Principal may engage an alternative supplies to fulfil its immediate requirements; and
- iv. The Principal will not be liable to pay compensation in any way for termination of this Contract.

13.4. SURVIVAL OF PROVISIONS

Expiry or termination of this Contract does not affect any right of a party that has accrued prior to the expiry or termination or the provisions of clauses 6.1 (Records), 6.4 (Right of Inspection), 6.5 (Government Information (Public Access) Act 2009 (GIPA Act), 8 (Confidentiality), 9 (Privacy), 10 (Warranties), 11 (Indemnity), 12 (Insurance), 16 (Dispute Resolution), and 17 (General).

14. WORK HEALTH & SAFETY AND ENVIRONMENT

- (a) The Contractor must comply with:
 - i. The *Work Health and Safety Act 2011* (NSW);
 - ii. The *Protection of the Environment Operations Act 1997* (NSW); and
 - iii. All other applicable Commonwealth, State or Territory statutory or regulatory requirements concerning the health and safety of its Personnel and the protection of the environment.
- (b) Without limiting any other provision of this Contract, the Contractor must:
 - i. Comply, and ensure that its Personnel comply, with all health and safety rules and regulations and environmental, security, quality and other directions or procedures applying at each location where the Goods and/or Services are provided. The Principal reserves the right to refuse or limit the Contractor's Personnel access to the Principal's premises;
 - ii. Notify the Principal as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Goods and/or Services and provide related reports and statements as requested by the Principal; and
 - iii. Before the date on which the Goods and/or Services are to start, obtain and at all times maintain, all necessary licenses and consents.
- (c) The Principal is committed to the protection of the built and natural environment. The Contractor must effect adequate controls to ensure protection of the environment through the development of management plans, training of staff, and the provision of suitable emergency equipment and supplies. Information, such as contingency plans, relating to these controls need to be available for the Principal's review during the Term.

15. CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of its knowledge, as at the Commencement Date, neither the Contractor nor any of its Personnel have, or are likely to have, a conflict of interest in the performance of the Contractor's obligations under this Contract.
- (b) The Contractor must during the Term:
 - i. Take all reasonable measures to ensure that it or its Personnel do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to provide the Goods and/or Services for the Principal in good faith and objectively; and
 - ii. Immediately give written notice to the Principal of any circumstances or relationships that will constitute a conflict or potential conflict of interest.
- (c) On receiving a notice from the Contractor under clause 16(b)ii or if it is shown that the Contractor failed to disclose as Part of its Quotation any conflict of interest or potential conflict of interest, the Principal may, at its absolute discretion, terminate this Contract immediately by giving written notice to the Contractor.

16. DISPUTE RESOLUTION

16.1. PARTIES TO USE ALTERNATIVE PROCESSES

If a dispute arises out of or related to this Contract no party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief) unless it has complied with this clause 16.

16.2. GOOD FAITH NEGOTIATION

A party claiming that a dispute has arisen under or in relation to this Contract, must give written notice to the other party specifying the nature of the dispute. On receipt of that notice by the other party the parties' representatives must endeavour in good faith to resolve the dispute expeditiously and failing agreement within 5 Business Days must use informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed to by them.

16.3. COMPULSORY PROCESSES

If the parties do not agree within 5 Business Days of receipt of the notice referred to in clause 16.2 as to the dispute resolution technique and procedures to be adopted, the timetable for all steps in those procedures, and the selection of compensation of the independent person required for such a technique, then the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.

17. GENERAL

17.1. ENTIRE AGREEMENT

This Contract contains the entire agreement between the relevant parties with respect to its subject matter. They set out the only conduct relied on by the relevant parties and supersede all earlier conduct by the relevant parties with respect to its subject matter. Any terms that may be subsequently presented by the Contractor to the Principal in respect of the supply of the Goods and/or Services (on an invoice or otherwise) do not form part of this Contract, unless specifically agreed by the parties in writing.

17.2. VARIATION

Any variation of this Contract must be in writing and signed by the parties thereto, unless this Contract expressly provides otherwise.

17.3. ASSIGNMENT

- (a) The Contractor's obligations under this Contract are personal and the Contractor must not assign any of its rights or obligations under this Contract without the Principal's prior written consent;
- (b) The Principal may assign its rights or obligations under this Contract provided it gives written notice to the Contractor as soon as practicable afterwards.

17.4. NO SUB-CONTRACTING

The Contractor must not sub-contract the performance of any of its obligations under this Contract unless permitted under Item 7 of Schedule 1 or the Principal has given its prior written consent.

17.5. NO PARTNERSHIP OR AGENCY

This Contract does not constitute any party the agent of the other or imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of the other.

17.6. NOTICES

Any notice under this Contract may be served by hand delivery or by being forwarded by prepaid post to the attention of the representative of a party to the address set out in Item 5 of Schedule 1 of this Contract or to such other address as may be notified in writing by the party from time to time and in the case of service by post is deemed to have been received within four days after posting (7 days if sent to or from a place outside of Australia). Notices may be served by facsimile transmission or email and are valid if in fact received, as demonstrated by a valid transmission report or notification of delivery to the recipient's computer.

17.7. FURTHER ASSURANCES

Each party must take all steps, execute all documents and do everything reasonably required by the other party to give effect to the transactions contemplated by this Contract.

17.8. SEVERABILITY

If any provision of this Contract (or part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision of part-provision shall to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of this Contract shall not be affected.

17.9. WAIVER

No delay or indulgence by a party in enforcing this Contract will prejudice or restrict the rights of that party, nor will a waiver of those rights operate as a waiver of a subsequent breach.

17.10. COSTS

Each party is to bear its own costs arising out of the negotiation, preparation, execution and (subject to other provisions of Contract) performance of this Contract.

17.11. COUNTERPARTS

This Contract may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement. An executed counterpart may be delivered by facsimile or other electronic means.

17.12. SIGNATORIES

The signatories to this Contract warrant that they have authority to enter into this Contract, respectively, on behalf of the party they are stated to represent.

17.13. GOVERNING LAW

This Contract is governed by the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

18. FORCE MAJEURE

18.1. For the purposes of the Contract, the term Force Majeure means:

- i. War and other hostilities (whether war be declared or not), invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo;
 - ii. Rebellion, revolution, insurrection, military or usurped power or civil war;
 - iii. Riot, commotion or disorder except where solely restricted to employees of the Contractor or its subcontractor;
 - iv. Earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to be, the party claiming the force majeure;
 - v. A general industrial dispute not limited to the employees of the Contractor or the employees of any of its subcontractors.
- If either party considers that any circumstances of Force Majeure has occurred which may substantially alter the performance of its obligation then he shall forthwith notify the other in writing to the effect giving full details of the circumstances giving rise to the Force Majeure event.
 - Neither party shall be considered to be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by any circumstances of Force Majeure which arise after the Commencement Date of the Contract and which is not foreseeable at the Commencement Date of the Contract.
 - If the performance of the obligations of either Party under the Contract is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period of less than 30 days then during that period the contract shall be considered as suspended. Upon the ending of the Force Majeure event the contractual obligations of the Parties shall be reinstated with such reasonable modification to take account of the consequences of the

Force Majeure event as agreed by the Parties. Notwithstanding such suspension, the Contractor shall use his best endeavours to assist Council in the performance of the Contract.

- If the performance of such obligations of either Party under the Contract is so prevented by circumstances of Force Majeure and shall be so prevented for a period of 30 days or more then the Contract may be terminated by mutual consent and, subject to clause 18(f) neither party shall be liable to the other as a result of such termination.
- If the Contract is so terminated then subject to the transfer to Council of the benefit referred to in 18(g), Council shall pay to the Contractor such reasonable sum as may be agreed between the Parties in respect of costs incurred and commitments already entered into by the Contractor at the date of the Force Majeure notice, less the amount of any payments already made to the Contractor at the date of the Force Majeure notice. If the amount of such advance payments made to the Contractor exceeds the sum due to the Contractor under this sub-clause then the Contractor shall repay the balance to Council.
- The Contractor shall transfer to Council the benefit of all work done by him or his subcontractors in the performance of the Contract up to the date of the Force Majeure notice.

19. INTELLECTUAL PROPERTY

19.1. BACKGROUND IP

- (a) Each party acknowledges that all Background IP remains the sole property of its owner and that it acquires no right, title, or interest in or to the Background IP of any other party by virtue of this Contract, other than as expressly set out in this Contract.
- (b) Each party grants to each other party (as required) a royalty-free, non-exclusive, non-transferable license during the term of this Contract to use the Background IP owned by it for the sole purpose of providing the Goods and/or Services.

19.2. DELIVERABLES

- (a) All Intellectual Property rights in the Deliverables vests in and is hereby assigned to the Principal upon its creation. Upon request, the Contractor must at its cost sign all documents (including assignment deeds) and do all things (including requiring its Personnel to sign documents) as may be necessary to vest, confirm, perfect and record ownership by the Principal in accordance with this clause 19.
- (b) The Contractor must promptly and fully disclose to the Principal all Intellectual Property rights in the Deliverables on completion of the Goods and/or Services or earlier termination of the Contract.
- (c) The Contractor grants to the Principal a royalty-free, non-exclusive, perpetual, irrevocable license to its Background IP to permit the Principal to use the Deliverables (including its right to sublicense) and to exercise the ownership rights conferred on the Principal by this clause 19.
- (d) The Contractor must not, whether directly or indirectly or through any third party, take any action or assist any other person to take any action which may challenge the validity or ownership of the Confidential Information or the Intellectual Property rights in the Deliverables.
- (e) The Contractor must on request by the Principal obtain from its relevant Personnel written, unconditional and irrevocable consents to any act or omission that would otherwise infringe any Moral Rights they may have in the Deliverables, other than the Moral Rights prohibiting false attribution of works. Copies of the consents must be provided to the Principal within 10 days of request.

SCHEDULE 1 – CONTRACT DETAILS

Item 1	Quotation and Request for Quotation	Quotation dated [insert date] lodged by the Contractor in response to the Request for Quotation, Quotation Number 2019.0033 – Byron Shire Integrated Transport Management Strategy	
Item 2	Commencement Date	[The date on which this Contract is last signed]	
Item 3	Initial Term	15 months	
Item 4	Renewal Term	Nil	
Item 5	Representatives	Contractor	Name: [insert] Position: [insert] Address: [insert] Email: [insert] Phone: [insert]
		Council	Name: Daniel Strzina Position: Project Engineer Address: 70 – 90 Station Street MULLUMBIMBY NSW 2482 Email: dstrzina@byron.nsw.gov.au Phone: 02 6626 7241
Item 6	Insurance	Public liability insurance: \$20,000,000 Professional indemnity insurance: \$10,000,000	
Item 7	Sub-contracting	[insert details of any approved sub-contractors]	
Item 8	Special Conditions	[insert details of any agreed special conditions Note: include in separate schedule if not enough space]	
Item 9	Early Settlement Discount	[insert details of any agreed early settlement discount here]	
Item 10	Frequency of Payment Claims	[insert details]	
Item 11	Reports Required	[insert details]	
Item 12	Frequency of Review Meetings	Weekly Phone/Skype meetings with the Project Manager Four (4) TIAC/TSWG meetings Four (4) Stakeholder Consultation Workshops One (1) Presentation to the Strategic Planning Workshop	

Executed as an Agreement

Signed for an on behalf of

Byron Shire Council

ABN 14 472 131 473

[insert Contractor's name]

ABN [insert]

Authorised Signatory

Name (printed)

Position

Date

Authorised Signatory

Name (printed)

Position

Date

PART B – INFORMATION TO BE PROVIDED BY PROPONENTS

1. RETURNABLE SCHEDULES

Proponents must complete the following Returnable Schedules and include them with their Quotations.

The Proponent, having read, understood and fully informed itself of the contents, requirements and obligations of the Request for Quotation, submits this Quotation to supply the Goods and/or Services to Byron Shire Council for the Quotation Price in accordance with the Quotation Documents and the Contract and confirms that each of the following documents which are required to be delivered as part of the Quotation are attached.

Schedule	Description of Document	Complete (please initial)
B1.1	Compliance Assessment A. Instrument of Quotation B. Conflicts of Interest Declaration C. Statement of Conformance D. Insurance Details	
B1.2	Price	
B1.3	Capability Assessment A. Profile and Relevant Experience i. Proposed Key Personnel ii. Proposed Staff iii. Proponent's and Proposed Subcontractor's Insurance iv. Previous Relevant Experience v. Referees B. Delivery Plan i. Proposed Program ii. Proposed Methodology	
B1.4	Sustainability Assessment	

This Quotation remains open for acceptance for the Validity Period.

Signed by or on behalf of the Proponent:

Signature of authorised signatory

Name of authorised signatory

Position of authorised signatory

Date

1.1. COMPLIANCE ASSESSMENT

A. INSTRUMENT OF QUOTATION

Details of Proponent and Quotation	
Legal Name of Proponent	<i>(Include full legal name)</i> <i>Note: if the Quotation is on behalf of a trust, include the trustee's name as the Proponent with the words "as trustee for" in front of the name of the trust. The trustee must execute this Quotation as trustee for the trust in accordance with the trust documents.</i>
Trading Name(s)	<i>(Include details of any trading name of the Proponent)</i>
Legal capacity of Proponent	<i>(Company/Partnership/Trust/Individual)</i>
ABN	
Street Address	
Postal Address	
Email	
Phone	
Contact	Name: Phone: Email:
License details/details of membership of professional bodies	<i>(Include current details of any license numbers or membership details which you are required to have by law or by the Quotation Documents to provide the Goods and/or Services or which you propose to use to provide the Goods/Services)</i>

B. CONFLICTS OF INTEREST

Byron Shire Council's employees, suppliers and customers are bound by Council's **Business Ethics Policy** when conducting all interaction. A copy of Council's Business Ethics Policy is available from its website at www.byron.nsw.gov.au/files/publications/business_ethics_policy.pdf. This requires probity in all dealings including those conducted with prospective or successful suppliers. Council has adopted the Business Ethics Policy to ensure that functions are undertaken efficiently, impartially and with integrity. Conniving or inducing a breach of the Business Ethics Policy may constitute grounds for termination of the Contract.

Proponents must

- (a) Disclose any affiliation or associated with Byron Shire Council that could be deemed to constitute a conflict of interest; and
- (b) Include any other circumstances or relationships that will constitute a conflict, potential conflict or perceived conflict of interest if their Quotation is accepted:

If any conflict, whether actual, potential or perceived, exists, the Quotation should advise how it proposed to address and eliminate this conflict.

Council may terminate the Contract if it is shown that a successful Proponent has failed to disclose as part of its Quotation any conflict of interest. Council may reject any future Quotations from a Proponent who fails to disclose details of actual, potential or perceived conflicts of interest.

Provide answer here:

C. STATEMENT OF CONFORMANCE

Compliance with this Request for Quotation refers to all clauses in all Parts and means that, where applicable:

- i. The Proponent has noted and understood the clause;
 - ii. The Quotation complies fully with the clause;
 - iii. The Proponent has provided all information requested in the Clause.
- (a) List in the table below all areas of non-conformance with the Specification and the reason(s) for the non-conformance:

Area of non-conformance	Reason(s) for non-conformance

- (b) List in the table below all areas of non-conformance with the Conditions of Contract as set out in Part A5.

Area of non-conformance	Reason(s) for non-conformance

- (c) List in the table below any other non-conformances with this RFQ not mentioned above:

Area of non-conformance	Reason(s) for non-conformance

- (d) Does the Proponent have any involvement with the construction or operation of the Carmichael mine or otherwise have ties to Adani?

Provide answer here

- (e) Does the Proponent gain any financial benefit from Australia's offshore detention centres?

Provide answer here

D. PROPONENT'S AND PROPOSED SUBCONTRACTOR'S INSURANCES

- (a) Proponents must complete the following table setting out the details of current insurance held by the Proponent and any proposed subcontractor, applicable to the provision of the Goods and/or Services under the Contract. Proponents must include copies of all related insurance certificates. Successful Proponents will be required to amend their public liability insurance policy to include Byron Shire Council as named insureds for their respective rights, interest and liabilities in connection with the Contract. Replicate table as required for each proposed subcontractor.

Insurance Type	Policy Number	Extent of Cover		Expiry Date	Name of Insurer
		Per Claim	Aggregate		
Workers Compensation					
Public Liability (\$20 Million)					
Professional Indemnity					
Other					

- (b) If you do not currently hold the required levels of insurance, please indicate below your willingness and ability to obtain the required insurances should you be awarded the contract.

Provide answer here

1.2. PRICE

A. PRICE SCHEDULE

Proponents must complete the pricing schedule below (**Pricing Schedule**) for the rate(s) or price(s) to supply the Goods and/or Services. Proponents must not alter the contents or formatting of the Pricing Schedule.

Rate(s) or price(s) included in the Pricing Schedule:

- (a) Must be listed as GST-exclusive;
- (b) Must include all overheads, profit and other expenses which the successful Proponent may incur in relation to the supply of the Goods and/or Services and performance of the successful Proponent's obligations under the Contract.
- (c) Will remain fixed for the term of the Contract. There is no provision for rate(s) or price(s) variations during the Term.

Item Number	Description	Hours Required	Hourly rate (\$/hr)	Amount (ex GST)	Amount (inc GST)
Stage 1	Inception			\$	\$
Stage 2	Literature Review			\$	\$
Stage 3	Additional Data Analysis			\$	\$
Stage 4	Consultation			\$	\$
Stage 5	Prepare Draft Strategy			\$	\$
Stage 6	Prepare Final Strategy			\$	\$
	TOTAL OF QUOTATION:			\$	\$

B. ADDITIONAL CHARGES

Please describe any additional charges that apply:

Consultant to supply a cost for participating in any additional meetings, teleconferences, fieldtrips or providing presentations is required as part of the proposal.

1.3. CAPABILITY ASSESSMENT

A. PROFILE AND RELEVANT EXPERIENCE

i. PROPOSED KEY PERSONNEL

Provide details of the key personnel who will have prime responsibility and accountability for the performance of the contract. The successful proponent shall ensure that the personnel named in this schedule are engaged throughout the Term of the Contract.

Staff member name	Position Held	Qualifications	Levels of Expertise	Responsibilities under the contract	% of time on the project

*Attach a resume for each of the people nominated above

ii. PROPOSED STAFF

Provide a list of all other staff who will be nominated to work on the project.

Staff member name	Position Held	Qualifications	Years Experience	Responsibilities under the contract

iii. DETAILS OF SUBCONTRACTORS

Estimate the total percentage of work under this Contract that will be undertaken by subcontractors:

_____ %

Provide the following information for all subcontractors that you intend to use to service all or part of the Contract (replicate table as necessary to provide information for all subcontractors to be used).

Subcontractor Name	
ABN	
Address	

Contact Name	
Telephone	
Type of work	
% of this type of work to be undertaken by this subcontractor	

Please describe any formal contractual arrangements you have in place with any of the above-named subcontractors.

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Describe the procedures you have in place to ensure any subcontractors obtain and maintain the required insurances:

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iv. PREVIOUS RELEVANT EXPERIENCE

Proponents must provide details of up to four recent contracts (within the past two years) that demonstrate expertise applicable to the Goods and/or Services and/or experience contracting with Local Government.

Example 1	
Company Name	
Contact Name, Phone and Email	
Description of the Services Provided	
Contract Value	
Contract Period	

Example 2	
Company Name	
Contact Name, Phone and Email	
Description of the Services Provided	
Contract Value	
Contract Period	

Example 3	
Company Name	
Contact Name, Phone and Email	
Description of the Services Provided	
Contract Value	
Contract Period	

Example 4	
Company Name	
Contact Name, Phone and Email	
Description of the Services Provided	
Contract Value	
Contract Period	

v. REFEREES

Proponents must provide details of no fewer than three client referees

Company Name	
Contact Name	
Phone	
Email	

Company Name	
Contact Name	
Phone	
Email	

Company Name	
Contact Name	
Phone	

Email	
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B. DELIVERY PLAN

i. PROPOSED PROGRAM

Proponents are to submit a proposed program for carrying out the work under the Contract indicating the proposed hours of work and working days and a Gantt Chart or similar showing the major milestones and duration of the project. The program must contain such information as required by the Contract.

<i>Provide answer here</i>

ii. PROPOSED METHODOLOGY

Proponents must set out the proposed methodology and sequence of works to be performed under the Contract.

<i>Provide answer here:</i>

END OF RETURNABLE SCHEDULES
