



Request for Quotation

Part A - Quotation Information and Conditions

ZIMIN DRIVE SHARED PATHWAY - Design

Contract Type - Road and General Civil
Construction & Maintenance (NT) V2

T25-04

Closing Time and Date: **2pm Wednesday 24th September 2025**

Method of Lodgement: **Electronic Quotation Response via email**

(Note this is Part A - Quotation Information and Conditions R2 which removes the term "Vendor Panel" and replaces it with either "email" or an email address.)

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1. Definition and Interpretation

1.1. Definitions

In this Request for Quotation, unless a contrary intention appears, the following terms are defined to mean:

- (a) **Alternate Quotation Response** means a non-conforming proposal submitted by a respondent that satisfies the requirements nominated in Section 5.7;
- (b) **Awarded Contract** means the fully executed contract between Council and the successful respondent;
- (c) **Contract** means the proposed form of contract included in this Request for Quotation;
- (d) **Contractor** means the preferred respondent awarded the quotation, resulting in an executed awarded contract;
- (e) **Council** means Katherine Town Council, its officers, agents and assigns;
- (f) **Council Representative** means the individual identified in Section 4.2;
- (g) **Request for Quotation** means the documents nominated in Section 3.1 provided by Council to the respondent for the purpose of developing a quotation response;
- (h) **Notice of Award** means written notification signed by an authorised representative of Council to the respondent that its quotation response has been accepted, subject to any modifications, amendments or conditions required by Council;
- (i) **Return Schedules** means Request for Quotation: Part D – Return Schedules;
- (j) **Specification** means the specification for which this Request for Quotation has been sought, as outlined in Request for Quotation: Part B – Specification;
- (k) **Quotation Closing Date** is defined in Section 5.4;
- (l) **Quotation Opening Date** is defined in Section 5.4;
- (m) **Quotation Period** is defined in Section 5.3;
- (n) **Quotation Response** means the fully completed Return Schedules submitted by a respondent, in accordance with the conditions outlined in this Request for Quotation: Part A – Quotation Information and Conditions;
- (o) **Respondent** means the person, firm or company who has chosen to submit a quotation response;
- (p) **Respondent Representative** is defined in Section 4.1;
- (q) **Vendor Panel** means the web-based online strategic sourcing tool used by Council to publish the Request for Quotation.

1.2. Interpretation

- In this Request for Quotation, except to the extent the context otherwise requires:
 - (a) the singular includes the plural and vice versa, and a gender includes other genders;
 - (b) a reference to a party is to be construed as a reference to a party to this Request for Quotation;
 - (c) a reference to a party to this Request for Quotation or any other document or agreement includes its successors and permitted assigns;
 - (d) a reference to an item in a Section, schedule, attachment, annexure or appendix is a reference to an item in a Section of or schedule, annexure or appendix to this Request for Quotation and references to this Request for Quotation include its schedules, attachments, appendices and any annexures;
 - (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
 - (f) a reference to a document or agreement including this Request for Quotation includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

- (g) in the interpretation of this Request for Quotation, headings are provided for convenience only and are to be disregarded for interpretation purposes;
- (h) in the construction and interpretation of the Request for Quotation, no rule of construction or interpretation applies to Council's disadvantage or to the Respondent's advantage on the basis that Council prepared or caused this Request for Quotation to be prepared on its behalf; and
- (i) wherever the words 'include', 'included' or 'including' are used in this Request for Quotation, those words will be interpreted in all cases as if they were preceded by the further words 'but not limited to' or the appropriate grammatical derivative.

2. The Opportunity

2.1. Katherine Town Council

- Katherine Town is located at the heart of the 340,000km² Big Rivers Region. The Big Rivers Region consists of many rivers, with our town on the banks of the Katherine River.
- We are the fourth largest town in the Northern Territory and a thriving regional centre for service delivery. The local government area of Katherine has a population of around 10,000 with 25.5% of residents identifying as Aboriginal and/or Torres Strait Islander. The council area includes four communities and homelands: Rockhole, Miali Brumby (Kalano), Binjari, and Geyulkgan (Walpiri camp).
- We are also a hub for the surrounding region, so our strategic priorities have been developed on the basis that the town and our Council provides services to over 25,000 people.
- Katherine is often called the crossroads of the north as we're found on the junction of the Stuart and Victoria Highways, connecting Australia from north to south and east to west, making us a vital through point for travellers, industry and local communities.
- The region is abundant in natural resources, its vast land mass and unique landscape driving agriculture, energy, resources and tourism.
- Our location is critical to Australia's northern Defence capacity and a significant part of Australia's Defence strategy. Katherine already has a large Defence population, and this is expected to grow with the expansion of the Royal Australian Air Force (RAAF) airbase at Tindal, which is inside Katherine's local government area.
- Finally, we are a must-see tourist destination for our natural wonders. We boast major attractions including thermal hot springs right in town and we're a short 20-minute drive from the renowned Nitmiluk National Park with its ancient Katherine Gorge. Plus, we offer a variety of food, culture, arts and sport within our town. With growing investment in the region, there is plenty to get excited about here in Katherine.
- Katherine Town Council (Council) is seeking the services specified in Part B - Specification
- Suitably qualified Respondents with proven capability, capacity, and sound financial and technical background to deliver the Specification outlined in this Request for Quotation are invited to participate in this Request for Quotation process.

3. Request for Quotation

3.1. Request for Quotation Parts

- The Request for Quotation is made up of the following parts:
 - (a) **Part A** - Quotation Information and Conditions;
 - (b) **Part B** - Specification;
 - (c) **Part C** - Conditions of Contract (in the form of a draft contract to be the basis of the final Contract);
 - (d) **Part D** - Return Schedules;
 - (e) **Part E** - Return Schedules - Pricing;
 - (f) Any addenda issued by Council;
 - (g) Any appendices, schedules and annexures issued by Council; and

- (h) Any other document issued by Council, expressed to be forming part of this Request for Quotation.

3.2. Inconsistency

- All parts of the Request for Quotation must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority as follows:
 - (a) **Part A** - Quotation Information and Conditions;
 - (b) **Part B** - Specification;
 - (c) **Part C** - Conditions of Contract;
 - (d) **Part D** - Return Schedule – Written; and
 - (e) **Part E** - Return Schedule – Pricing

4. Representatives and Correspondence

4.1. Respondent Representative

- (a) Council requests the Respondent to nominate a single point of contact within the Respondent's organisation for all communications in relation to the Request for Quotation (**Respondent Representative**).
- (b) Where the Respondent wishes to nominate additional point(s) of contact, the Respondent must provide the representative's name and contact information.
- (c) Acceptance of any additional Respondent Representative(s) by Council will be notified by via email to the Respondent Representative.

4.2. Council Representative

All communications related to this Request for Quotation must be directed through the question and answer panel.

4.3. Correspondence to be in Writing

All correspondence regarding this Request for Quotation must be submitted in writing via email. Verbal communications, including modifications to Quotation Responses, will not be recognised.

5. Request for Quotation Conditions

5.1. Statutory Compliance

- Through this Request for Quotation process Council seeks to ascertain the Respondent capability, capacity and interest in delivering the Specification outlined in the Request for Quotation.
- Council will follow the statutory process for this Request for Quotation in accordance with Section 228 of the Local Government Regulation 2012.

5.2. Transmission of Request for Quotation

- The Request for Quotation is released via Public Advertisement

5.3. Quotation Period

- The Tender Period commences on the date and time nominated on **Quotation Opening Date** and Quotation Responses must be submitted prior to the date and time identified as the close date on **Quotation Closing Date**.

5.4. Request for Quotation Schedule

- The following is an approximate process timeframe, provided as a guide only.

• **Process Task**

• **Target Date**

• Quotation Opening Date	• 10th September 2025
• Respondent Information Session/Site Visit	• On Request
• Last day for Submitting Clarifications	• 22 nd September 2025
• Quotation Closing Date	• 24 th September 2025
• Target Contract Commencement	• 6 th October 2025

- Timeframes nominated in this Section 5.4 are subject to variation by Council at any time during the Request for Quotation process, and Council will not be liable for any costs associated with any changes to the timeframes.

5.5. Respondent Site Visits

- A site visit to Zimin Drive is provided on request.
- For those wishing to attend please indicate this in the mandatory questions.
- provide your company name, attendee(s) name(s) and job title(s).

5.6. Lodgement of Quotation Response

- Respondents must submit their Quotation Response in the manner nominated in this Section 5, on or before the Quotation Closing Date.
- All Quotation Responses must be submitted via email to **matthew.fleming@ktc.nt.gov.au**.
- Quotation Responses must be submitted before the Quotation Closing Date. Any Quotation Response received after the Quotation Closing Date may be deemed non-conforming and excluded from the Request for Quotation process.

5.7. Quotation Response

- Quotation Responses must be fully completed in the format nominated in the Return Schedules, including relevant supporting documents.
- The identity of the Respondent is fundamental to Council. For the purposes of a Quotation Response, the Respondent is the person, persons, corporation or corporations:
 - who is named as the Respondent in the Quotation Response; and
 - who has duly executed the Quotation Response in a manner that binds the Respondent.
- Any Quotation Response that does not conform with the requirements nominated in this Section 5, may be deemed non-conforming and Council reserves the right, in its absolute discretion, to exclude the non-conforming Quotation Response from the Request for Quotation process.
- Non-conforming proposals (Alternate Quotation Response) will not be considered.

5.8. Quotation Opening

- Quotations will be opened at the Quotation Closing Date.
- Quotations will not be opened publicly.

5.9. Prices Offered

- All prices must be in Australian currency and excluding GST.
- Quotation Responses must include reasonable pricing transparency to enable Council to adequately assess and compare Quotation Responses.

5.10. Respondent Queries and Clarifications

- (a) If any Respondent identifies any errors or omissions in any part of the Request for Quotation or requires clarification as to the meaning of any aspect of the Request for Quotation, the Respondent must submit a query in accordance with the requirements of this Section.
- (b) Clarifications must be submitted via writing to matthew.fleming@ktc.nt.gov.au.
- (c) Clarifications will be received up until four (4) business days before the Quotation Closing Date.
- (d) Council will endeavour to provide written responses to Respondent queries and clarifications within a reasonable period. All Council responses will be made available to all Respondents via the council website.

5.11. Validity of Quotation Response

- Quotation Responses must remain open for acceptance to shortlisting phase for a period of not less than ninety (90) calendar days from the Quotation Closing Date. Respondents may elect to offer a longer validity period, and this must be nominated in the Return Schedule.

5.12. Modifications or Withdrawal of the Request for Quotation

- (a) Council reserves the right to modify, correct, clarify or otherwise vary the Request for Quotation at any time before the Quotation Closing Date. All Respondents will be notified in writing of any such modifications, changes, updates, revisions or corrections.
- (b) Council reserves the right to suspend, terminate or abandon the Request for Quotation at any time during or after the Quotation Closing Date. All Respondents will be notified in writing of any such modification.
- (c) Any notices or amendments issued by Council to the Respondents during the Quotation Period will form part of the Request for Quotation.
- (d) In accordance with Section 228(7) of the Local Government Regulation 2012, Council reserves the right to:
 - i. change the quotation specifications if required; and
 - ii. invite all Respondents to change their Quotation Responses to take account of a change in the quotation specifications, before making a decision on the Quotation Responses.

5.13. Omission of Elements of Work

- Council reserves the right to omit items from the Specification offered in this Request for Quotation without penalty to Council.

5.14. Ownership of Quotation Response

- By submitting a Request for Quotation, the Respondent:
 - (a) licences Council to reproduce for its own internal purposes whatsoever, the whole or any portion of their Quotation Response, notwithstanding any copyright or other Intellectual Property Right that may subsist in the Quotation Response; and
 - (b) acknowledges that the submission and all other documents submitted with the Quotation Response will not be returned to the Respondent.
- Council acknowledges that, subject to sub-section (a), the Intellectual Property Rights in the Quotation Response remains vested in the Respondent.

5.15. No Obligation to Proceed or Enter into a Contract

- (a) The Request for Quotation is not an offer of contract by Council. The Request for Quotation is merely an invitation for Respondents to submit an offer for the supply of the Specification in this Request for Quotation.
- (b) By issuing this Request for Quotation, Council is under no obligation (whether equitable or legal) to proceed either in whole or in part with the award of a contract. Council is not committed contractually in any way to any person who may receive the Request for Quotation or submits a Quotation Response.

5.16. Withdrawal or Revision of Quotation Response

(a) Revised Quotation Response

A Respondent who has submitted a Quotation Response may revise its Quotation Response at any time prior to the end of the Quotation Closing Date. Respondents electing to revise its Quotation Response will be required to send the updated Quotation Response to matthew.fleming@ktc.nt.gov.au prior to the Quotation Closing Date. Respondents must ensure that the updated Quotation Response filename is clearly identified.

(b) Withdrawal prior to end of Quotation Period

Respondents who elect to withdraw their Quotation must notify the Council Representative in writing, via email, of its intention to withdraw.

5.17. Acceptance and Rejection of Quotation Response

(a) Rejection of Quotation Response

Council in its absolute discretion, may, without being under any obligation to give reasons for undertaking any of the actions specified below:

- i. reject any or all of the Quotation Responses, or to waive any irregularities in the Quotation Response;
- ii. accept all or any part of a particular Quotation Response;
- iii. accept any particular Quotation Response even though the pricing or some other aspect specified in that Quotation Response may not be as favourable as some other Quotation Response;
- iv. review, evaluate and dispose of any Quotation Response as it sees fit; and
- v. suspend, or discontinue, temporarily or permanently, the Request for Quotation process at any time and for any reason.

(b) Acceptance of Quotation Response

A Quotation Response will not be deemed to have been accepted by Council, unless and until either:

- i. a non-conditional Notice of Award has been delivered or sent to the Respondent;
 - ii. the parties have executed a written contract,
- whichever is the earlier.

6. Costs

- Council is not and will not be responsible for any costs (whether direct or indirect) incurred by a Respondent in preparing, submitting or participating in the Request for Quotation or otherwise responding to the Request for Quotation (including attending or providing demonstrations or site visits) or in any subsequent discussions or negotiations.

7. Accuracy of Information

7.1. No Liability for Information Provided

Although Council has attempted to provide reliable information in this Request for Quotation, it gives no warranty as to the accuracy, completeness and sufficiency of any information given to the Respondent whether verbally or in writing by Council, its employees, agents, consultants, advisers or other representatives. The Quotation Response submitted by the Respondent will be deemed for all purposes to have been based upon the Respondent's own investigations and determinations, and Council (and its employees, agents, consultants, advisers or other representatives) accepts no responsibility for the Respondent relying on the contents of this Request for Quotation or any other statements made, or information provided, on behalf of Council.

7.2. Discrepancy, Error or Omission

In the event that that Respondent finds any discrepancy, error or omission in the Request for Quotation, they must notify the Council Representative in writing as early as reasonably possible, but in any event before the Quotation Closing Date.

7.3. Respondent to Fully Inform Itself

The Respondent is required to fully inform itself of all conditions relating to the Specification contained in this Request for Quotation at its own cost and expense, before submitting its Quotation Response.

7.4. Statement of Interpretation

- (a) If the Respondent has any doubts as to the meaning of any part of the Request for Quotation, it must when submitting its Quotation Response include a statement of the interpretation upon which it relies and upon which its Quotation Response has been prepared and submitted.
- (b) In addition, the Respondent may also submit questions or clarifications to Council to resolve any concerns via email (refer Section 5.10).

8. Respondent's Responsibilities

8.1. General Obligations

Before submitting its Quotation Response, the Respondent must:

- (a) carefully read and consider the Request for Quotation and any other information made available by Council;
- (b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to this Request for Quotation;
- (c) inform itself of the nature of the obligations it must discharge under the Contract;
- (d) inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Respondent to discharge its contractual obligations;
- (e) not rely upon any information provided by or on behalf of Council;
- (f) independently verify any information provided by or on behalf of Council, and satisfy itself that the information is adequate and accurate;
- (g) satisfy itself that the information in its Quotation Response is accurate and complete; and
- (h) satisfy itself that its Quotation Response complies in all respects with the requirements outlined in this Part A - Quotation Information and Conditions of the Request for Quotation.

8.2. Conduct of Respondent

- (a) Respondents must not, and must ensure that their officers, employees, agents, representatives or advisors do not, in relation to the preparation, lodgement or assessment of the Quotation:
 - i. make false or misleading claims or statements;
 - ii. improperly obtain confidential information;
 - iii. receive improper assistance; or
 - iv. attempt to improperly influence an officer of Council.
- (b) Any Respondent:
 - i. found to have offered a bribe, gratuity, bonus, discount or any sort of enticement to any Councillor, employee of Council or their representatives; will have their Quotation Response excluded;
 - ii. who discusses the Request for Quotation with any Councillor, employee of Council (with the exception of the nominated Council Representative), at any time prior to the formal notification of any decisions, may have their Quotation Response excluded by Council.

8.3. Conflicts of Interest

- (a) Respondents must clearly identify in their Quotation Response whether or not they have any actual, perceived or potential conflict in responding to this Request for Quotation, and if so, the manner in which they intend to deal with that conflict.

- (b) If, at any time, an actual or potential conflict of interest arises for any Respondent, that Respondent must immediately notify Council in writing of that Conflict of Interest.
- (c) If a Respondent notifies Council of an actual or potential conflict of interest, or Council becomes aware of the existence of an actual or potential conflict of interest, Council may, in its absolute discretion:
 - i. enter into discussions to seek to resolve such conflict of interest;
 - ii. cease further consideration of and disregard the Quotation Response lodged by that Respondent; and/or
 - iii. take any other action as it considers appropriate.
- (d) Any Respondent who directly or indirectly canvasses support from an elected member or employee of Council will be disqualified and any Quotation Response will not be considered.

8.4. Collusive Behaviour

- (a) Respondents and their respective officers, employees, agents and advisors must not engage in any collusive behaviour, anti-competitive conduct or any other similar conduct with any other Respondent that contravenes any laws, or any other person in relation to the preparation or lodgement of a Quotation Response.
- (b) All Respondents, as part of its Quotation Response, will complete and correctly execute the Statutory Declaration on non-collusion contained in the Return Schedules.
- (c) In addition to any other remedies available under law or any Contract, Council, in its sole and absolute discretion, may immediately reject any Quotation Response by a Respondent that has engaged in any collusive behaviour, anti-competitive conduct or any other similar conduct with any other Respondent or any other person in relation to the preparation or lodgement of its Quotation Response.

9. Information and Obligations of Confidentiality

9.1. Freedom of Information (FOI)

- (a) FOI is one of three elements of the Northern Territory Information Act 2002 ("*Information Act*") which provides members of the public with a legally enforceable right to apply for access to government information, and the right to apply to correct personal information the government holds (including Local Governments).
- (b) The Information Act requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest.
- (c) Information provided by the vendor is potentially subject to disclosure to third parties pursuant to the Information Act.
- (d) If disclosure under the *Information Act*, or general disclosure of information provided by the vendor, would be of substantial concern to the vendor, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including personal information (as that expression is defined in the *Privacy element* of the *Information Act*, this should be indicated by the vendor in its Quotation Response. It is not guaranteed that any information provided by the vendor will be protected from disclosure under the *Information Act*.
- (e) The Respondent must familiarise itself with the relevant provisions of the *Information Act* dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.
- (f) No responsibility is accepted for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the *Information Act*.
- (g) Council reserves the right to disclose, by publication by means of media of its choosing upon award of any contract details of the name and address of the Contractor, a description of the relevant goods, services or goods and services, the commencement and expiry dates of the contract and the consideration payable by Council under the Contract.

9.2. Privacy

- (a) Privacy is one of three important elements of the Information Act where it sets out 10 Information Privacy Principles (IPPs) that bind public sector organisations.
- (b) Council is bound by the Privacy provisions of the Information Act which controls how government collects, manages, uses and discloses personal information. By submitting a Quotation Response, the Respondent warrants that it has obtained the consent of each individual whose personal information (as that expression is defined in the IPPs) is included in the Quotation Response for:
 - i. the inclusion of their personal information in the Quotation Response; and
 - ii. the use of the personal information by Council for the purpose of evaluating and awarding the Quotation Response; and
 - iii. the disclosure of the personal information to other parties (including professional advisors) as may be involved in assisting Council with the evaluation of the Quotation.
- (c) The Respondent must indemnify Council against any claim, damage or loss (including legal costs and expenses) that Council may incur as a consequence of a breach by the Respondent of the warranty in Section 9.2(b).
- (d) Any personal information exchanged between the Respondent and Council must be dealt with in accordance with the *Information Act*.
- (e) The Respondent must immediately notify Council upon becoming aware of any breach of this Section 9.2.

9.3. Public announcements

Neither the Respondent nor Council will make any public announcements or disclosures as to the Request for Quotation (except any advertising which Council undertakes to advise Respondents of the Request for Quotation), the Request for Quotation process, or otherwise, in relation to the subject matter of any potential Contract, without the prior written consent of the other party (except as required by any applicable law or regulatory requirement).

10. Evaluation Process

10.1. Evaluation Principles

- Evaluation of the RFQ Responses will be generally in accordance with the requirements of the Local Government Act 2019 (NT) and other applicable legislative requirements. Regulation 33 of the Local Government (General) Regulations 2021 requires Council to have regard to the following principles:
 - (a) the enhancement of the capabilities of local enterprises and industries;
 - (b) the employment of Aboriginal people;
 - (c) ethical behaviour and fair dealings;
 - (d) environmental protection and sustainability;
 - (e) open and effective competition;
 - (f) value for money;
 - (g) any other principle the council considers appropriate development of local business and industry;

10.2. Mandatory Evaluation Criteria

- Respondents must meet the following **mandatory** requirements; failing which their Quotation Response may be treated as non-conforming and may be excluded for evaluation, according to Council's absolute discretion:
 - (a) Provision of a completed and signed Form of Quotation (Request for Quotation: Part D – Return Schedules); and
 - (b) Fully completed Return Schedules; and

- (c) Has financial capability to complete the works;
- (d) Hold sufficient insurance to complete the works; and
- (e) Hold sufficient licenses and registrations to complete the works.

10.3. Scoring Evaluation Criteria

The table below summarises the key attributes that will be considered when scoring the Quotation Response.

Item	Evaluation Criteria
1	Price
2	Local Contribution
3	Competency
4	Past Performance
5	Value Adding

10.4. Evaluation Steps

Step 1 - Assessment for Compliance and Mandatory Requirements

- (a) Council will assess all Quotation Responses for completeness, unintentional errors in the Return Schedules, compliance with the Request for Quotation requirements and mandatory criteria.
- (b) Council may exclude any Quotation Response if the Quotation Response:
 - i. is received after the Closing Date; or
 - ii. does not satisfy the compliance or mandatory requirements.
- (c) Council, in its sole discretion, may exclude any Quotation Response where the Quotation Response:
 - i. includes electronic files that are corrupted, contains a virus or otherwise cannot be read;
 - ii. is incomplete;
 - iii. includes prices that are not clearly and legibly stated;
 - iv. does not comply with the Request for Quotation requirements;
 - v. indicates that the Respondent is not fully capable of undertaking a contract in the form of the Contract;
 - vi. is clearly uncompetitive when compared with other Quotation Responses; and
 - vii. is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria.
- (d) Quotation Responses satisfying the compliance and mandatory requirements will progress for evaluation by Council's multi-disciplined evaluation team, using Council's pre-determined scoring evaluation criteria.

Step 2 - Evaluation of Scoring Criteria

Quotation Responses will be assessed against the evaluation scoring criteria. These are comprehensive assessment factors that take into account functional technical capability, Respondent's capacity and value for money, in the context of the risk profile represented by each Respondent.

- (a) Clarification of Quotation Response
 - i. At any stage after the Closing Date, Council may engage in discussions with the Respondent, or seek clarification of any Quotation Response in respect of specific matters included in the submission.
 - ii. Council may request the Respondent to provide additional information in writing or via a presentation to assist with the evaluation process.
 - iii. In the event that any clarification, additional information or presentation is requested from a Respondent by Council, the Respondent must provide such clarification, additional information, presentation or site inspection at no cost to Council whatsoever.

(b) Independent Enquiries

Council may make independent enquiries about matters relevant to the evaluation of the Quotation. Council reserves the right to contact the Respondent's referees, or any other person directly, and without notifying the Respondent.

- Step 3 - Reference Checks

- (a) In addition to providing details of previous experience similar to the Specification, Respondents are required to include reference details in the Return Schedules.
- (b) The objective of nominating references is to enable Council to make reasonable enquiries to ascertain the suitability of the proposed solution and validate the Respondent's capabilities.
- (c) Council proposes to engage with the nominated referees as part of the due diligence process for shortlisted Respondents or a preferred Respondent.

10.5. Shortlisting Respondents

- (a) Council may, in its absolute discretion, shortlist Respondents on one or more occasions during the Quotation Response evaluation process. Council has no obligation to notify Respondents of any decision under this Section 10.5.
- (b) Notwithstanding that Council has shortlisted (or notified Respondents of a decision to shortlist) one or more Respondents:
 - i. all Respondents (including Respondents not shortlisted) remain bound by the Request for Quotation terms and conditions;
 - ii. Council may continue to evaluate all Respondents Responses (including Quotation Responses of Respondents not shortlisted);
 - iii. Council may include in a shortlist one or more Respondents that were previously excluded from the shortlist;
 - iv. no contract forms between Council and any Respondent that has been shortlisted or, as a result of a decision (or notification of a decision) by Council to shortlist Respondents; and
 - v. a decision by Council to shortlist (or notify Respondents of a decision to shortlist) does not amount to a representation by Council that it will not later decide to award a contract to any Respondent that is not included in the shortlist.

10.6. Negotiations with Respondents

After the Closing Date, Council may enter into negotiations with one or more Respondents. During negotiations Council may engage in detailed discussions with the goal of maximising the benefits for Council as measured using the evaluation criteria.

10.7. Security, Financial and Probity Checks

- (a) Council may conduct such security, financial (including credit) and probity checks as it deems necessary on Respondents, their partners, associates or related entities (including consortium partners) or their officers and employees, for the purpose of evaluating the Quotation Response, at any stage in the Request for Quotation process.
- (b) Council reserves the right to request financial statements and other information relevant to determining the financial viability of Respondents, their partners, associates or related entities including consortium members (if applicable).

10.8. Respondent's Assistance

Respondents must give Council's evaluation panel representatives any reasonable cooperation and assistance to enable consideration of the Quotation Response. A failure to comply with a reasonable request may result in the Quotation Response being excluded from any further consideration.

10.9. Execution of Contract

- (a) At the conclusion of the evaluation process, Council will issue a Notice of Award to the successful Respondent.

- (b) Council will require the execution of the Awarded Contract within seven (7) days of being presented with the final version of the Awarded Contract.

10.10. Advice to unsuccessful Respondents and Opportunity for Debriefing

At the conclusion of the Request for Quotation process, Council will notify each unsuccessful Respondent that its Quotation Response has not been accepted and will offer the opportunity for a debriefing (at a time and in a manner, Council reasonably determines).

11. Proposed Contract

11.1. Conditions of Contract

Council intends to negotiate the terms and conditions of any contractual arrangements for the Specification with any preferred Respondent on the basis of Request for Quotation: Part C – Conditions of Contract.

11.2. Respondents to Review Conditions of Contract

Each Respondent must review and, as it considers appropriate, obtain independent advice (including legal advice) in relation to the Conditions of Contract.

11.3. Respondents to Identify any Unacceptable Terms in Quotation

If a Respondent identifies terms in the proposed Contract which it considers to be unacceptable, the Respondent must complete the register of Contract Departures included in the Return Schedules. The following information must be included in that Register:

- (a) list the term which it considers to be unacceptable;
- (b) provide a suggested amendment to the term which it considers to be unacceptable; and
- (c) provide clearly stated written reasons as to why the Respondent finds the term unacceptable.

11.4. Agreement to Conditions of Contract Unless Notified Otherwise

Unless a Respondent complies strictly with the requirements of Section 11.3, it will be taken to have agreed to the terms outlined in the Conditions of Contract (Request for Quotation: Part C).

11.5. Subcontractors, Licensees and Partners

- (a) Respondents must provide details of all subcontractors, licensees and partners proposed to be utilised in the delivery of the Specification (refer Return Schedules).
- (b) Respondents remain fully responsible for the performance and delivery of any subcontracted or licensed works and must ensure that the obligations under the Awarded Contract are reflected in any engagement of subcontractors and licensees.

12. Probity

12.1. General

Throughout the Request for Quotation process, strict probity procedures will be implemented to ensure that all Respondents are dealt with on a fair and equitable basis. Appropriate information management procedures will also be maintained to ensure:

- (a) non-discriminatory access by Respondents to information;
- (b) access to clarifications in response to Respondent enquiries; and
- (c) confidentiality of information provided by Respondents to the evaluation team.

12.2. Probity Issues

Any concerns regarding the probity of the process should be addressed in the first instance in writing to the Council Representative.