



Request for Proposal (Local Government General regulations 2021: Quotations)

Part A – Proposal Information and Conditions

Waste Management Facility – Security - CCTV

Opening Date and Time: 15/09/2025 8:00 AM

Closing Date and Time: 8/10/2025 2:00 PM

Method of Lodgement: Email

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1. Definition and Interpretation

1.1. Definitions

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

- (a) **Alternate Proposal Response** means a non-conforming proposal submitted by a respondent that satisfies the requirements nominated in Section 5.5;
- (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 Proposal;
- (d) **Contractor** means the preferred respondent who is awarded and executes the 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 Proposal** means the documents nominated in Section 3.1 provided by Council to the respondent for the purpose of developing a proposal;
- (h) **Notice of Award** means written notification signed by an authorised representative of Council to the respondent that its proposal has been accepted, subject to any modifications, amendments or conditions required by Council;
- (i) **Return Schedules** means Request for Proposal: Part D – Return Schedules;
- (j) **Specification** means the specification for which this Request for Proposal has been sought, as outlined in Request for Proposal: Part B – Specification;
- (k) **Proposal Closing Date** is defined in Section 5.3;
- (l) **Proposal Opening Date** is defined in Section 5.3;
- (m) **Request for Proposal Period** is defined in Section 5.2;
- (n) **Proposal** means the fully completed Return Schedules submitted by a responder, in accordance with the conditions outlined in this Request for Proposal: Part A – Proposal Information and Conditions;
- (o) **Respondent** means the person, firm or company who has chosen to submit a proposal;
- (p) **Proposal Representative** is defined in Section 4.1;

1.2. Interpretation

In this Request for Proposal, 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 Proposal;
- (c) a reference to a party to this Request for Proposal 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 Proposal and references to this Request for Proposal 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 Proposal 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 Proposal, headings are provided for convenience only and are to be disregarded for interpretation purposes;
- (h) in the construction and interpretation of the Request for Proposal, 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 Proposal to be prepared on its behalf; and
- (i) wherever the words 'include', 'included' or 'including' are used in this Request for Proposal, 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 Proposal are invited to participate in this Request for Proposal process.

3. Request for Proposal (RFP)

3.1. RFP Parts

The Request for Proposal is made up of the following parts:

- (a) **Part A** – Proposal 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) Any addenda issued by Council;
- (f) Any appendices, schedules and annexures issued by Council; and
- (g) Any other document issued by Council, expressed to be forming part of this Request for Proposal.

3.2. Inconsistency

All parts of the Request for Proposal 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** – Proposal Information and Conditions;
- (b) **Part B** – Specification;
- (c) **Part C** – Conditions of Contract;
- (d) **Part D** – Return Schedules

4. Representatives and Correspondence

4.1. Proposal Representative

Council requests the Respondent to nominate a single point of contact within the Respondent's organisation for all communications in relation to the RFP (**Proposal Representative**).

4.2. Council Representative

All communications related to this RFP must be directed to the following Council Representative in the first instance:

Matthew Fleming
Project Manager
matthew.fleming@ktc.nt.gov.au

4.3. Correspondence to be in Writing

All correspondence regarding this RFP must be submitted in writing via email. Verbal communications, including modifications to Proposals, will not be recognised.

5. Request for Proposal Conditions

5.1. Statutory Compliance

Through this RFP process, Council seeks to ascertain the Respondent's capability, capacity and interest in delivering the Specification outlined in the RFP.

Council will follow the statutory process for this RFP in accordance with Division 12 of the Local Government Regulation 2021.

5.2. Response Period

The RFP commences on the date and time nominated on the Title page of Part A: Proposal Information and Conditions (**Opening Date and Time**) and Proposals must be submitted prior to the date and time identified as the close date on the Title page of Part A: Information and Conditions (**Closing Date and Time**). Late Proposal submissions will not be accepted unless it can be determined that there was a Council related system failure/interruption in the case of an email submission.

5.3. Request for Proposal Schedule

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

Process Task	Target Date and Time (ACST)
Opening Date and Time	15/09/2025 1:00 PM
Last day for Submitting Clarifications	6/10/2025 2:00 PM
Closing Date and Time	8/10/2025 2:00 PM
Target Contract Commencement	3/11/2025

Timeframes nominated in this Section 5.3 are subject to variation by Council at any time during the RFP process, and Council will not be liable for any costs associated with any changes to the timeframes.

5.4. Lodgement of Proposal

- Respondents must submit their Proposal in the manner nominated in this Section 5, on or before the Closing Date and Time.
- All Proposals must be submitted via email and addressed to the nominated Council Representative, unless stated otherwise.
- Proposals must be submitted before the Closing Date and Time. Any Proposal received after the Closing Date and Time may be deemed non-conforming and excluded from the RFP process.

5.5. Proposal Response

- Proposals 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 Proposal, the Respondent is the person, persons, corporation or corporations:

- i. who is named as the Respondent in the Proposal; and
 - ii. who has duly executed the Proposal in a manner that binds the Respondent.
- (c) Any Proposal 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 Proposal from the RFP process.
- (d) Non-conforming Proposals may be considered by Council only where the Respondent has satisfied the following requirements:
 - i. completion of the Return Schedules, separate from the conforming Proposal, and clearly identified as an Alternate Proposal Response; and
 - ii. identification of the variations and deviations between the Proposal and the Specification Document. Respondents are invited to populate the table within the RFP (Part D - Return Schedules) with the non-conformance/alternate.
 - iii. Each Proposal constitutes an offer by the Respondent to Council for the supply of the Specification.

5.6. Prices Offered

- (a) All prices must be in Australian currency and excluding GST.
- (b) Proposals must include reasonable pricing transparency to enable Council to adequately assess and compare Proposals.

5.7. Queries and Clarifications

- (a) If any Respondent identifies any errors or omissions in any part of the RFP or requires clarification as to the meaning of any aspect of the RFP, the Respondent must submit a query in accordance with the requirements of this Section.
- (b) Clarifications must be submitted via email to the Council Representative (unless stated otherwise).
- (c) Clarifications will be received up until four (4) business days before the Closing Date.
- (d) Council will endeavour to provide written responses to queries and clarifications within a reasonable period. All Council responses will be made available to all Respondents via the nominated Representative's email.

5.8. Validity of Proposal

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

5.9. Modifications or Withdrawal of the Request for Proposal

- (a) Council reserves the right to modify, correct, clarify or otherwise vary the RFP at any time before the 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 RFP at any time during or after the 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 Procurement Period will form part of the RFP.

5.10.Omission of Elements of Work

Council reserves the right to omit items from the Specification offered in this RFP without penalty to Council.

5.11.Ownership of Proposal

By submitting a Proposal, the Respondent:

licences Council to reproduce for its own internal purposes whatsoever, the whole or any portion of their Proposal, notwithstanding any copyright or other Intellectual Property Right that may subsist in the Proposal; and

acknowledges that the submission and all other documents submitted with the Proposal will not be returned to the Respondent.

Council acknowledges that, subject to sub-section (a), the Intellectual Property Rights in the Proposal remains vested in the Respondent.

5.12.No Obligation to Proceed or Enter into a Contract

- (a) The RFP is not an offer of contract by Council. The RFP is merely an invitation for Respondent's to submit a Proposal for the supply of the Specification in this RFP.
- (b) By issuing this RFP, 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 RFP or submits a Proposal.

5.13.Withdrawal or Revision of Proposal

(a) Revised Proposal

A Respondent who has submitted a Proposal may revise its Proposal at any time prior to the end of the Closing Date and Time. Respondent's electing to revise its Proposal will be required to email the updated Proposal to the nominated Council Representative (unless stated otherwise) prior to the Closing Date and Time.

(b) Withdrawal prior to end of Response Period

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

5.14.Acceptance and Rejection of Proposal

(a) Rejection of Proposal

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

(b) Acceptance of Proposal

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

- i. a Purchase Order has been issued 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 RFP or otherwise responding to the RFP (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 RFP, 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 Proposal 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 RFP 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 RFP, they must notify the Council Representative in writing as early as reasonably possible, but in any event before the 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 RFP at its own cost and expense, before submitting its Proposal.

7.4. Statement of Interpretation

- (a) If the Respondent has any doubts as to the meaning of any part of the RFP, it must when submitting its Proposal include a statement of the interpretation upon which it relies and upon which its Proposal 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 5.7).

8. Respondent's Responsibilities

8.1. General Obligations

Before submitting its Proposal, the Respondent must:

- (a) carefully read and consider the RFP 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 RFP;
- (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 Proposal is accurate and complete; and
- (h) satisfy itself that its Proposal complies in all respects with the requirements outlined in this Part A – Proposal Information and Conditions of the RFP.

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 Proposal:
 - 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 elected member, employee of Council or their representatives; will have their Proposal excluded;
 - ii. who discusses the RFP with any elected member, 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 Proposal excluded by Council.

8.3. Conflicts of Interest

- (a) Respondents must clearly identify in their Proposal whether or not they have any actual, perceived or potential conflict in responding to this RFP, and if so, the manner in which they intend to deal with that conflict.
- (b) If, at any time, an actual, perceived, 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, perceived, or potential conflict of interest, or Council becomes aware of the existence of an actual, perceived, 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 Proposal 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 Proposal 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 Proposal.
- (b) In addition to any other remedies available under law or any Contract, Council, in its sole and absolute discretion, may immediately reject any Proposal 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 Proposal.

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 supplier 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 supplier, would be of substantial concern to the supplier, 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 supplier in its Proposal. It is not guaranteed that any information provided by the supplier 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 Supplier, a description of the relevant goods, works, services or goods, works, and services, the commencement and expiry dates of the Contract and the consideration payable by Council under the Contract.

9.2. Privacy

- (a) 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 Proposal, 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 Proposal for:
 - i. the inclusion of their personal information in the Proposal; and
 - ii. the use of the personal information by Council for the purpose of evaluating and awarding the Proposal; 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 Proposal.
- (b) 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(a).
- (c) Any personal information exchanged between the Respondent and Council must be dealt with in accordance with the *Information Act*.
- (d) 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 RFP (except any advertising which Council undertakes to advise Respondents of the RFP), the RFP 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 Proposals 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 Proposal 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 Proposal (Request for Proposal: Part D – Return Schedules); and
- (b) Fully completed Return Schedules; and
- (c) Has financial capability to complete the scope;
- (d) Hold sufficient insurance to complete the scope; and
- (e) Hold sufficient licenses and registrations to complete the scope.

10.3. Evaluation Scoring Criteria

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

Item	Evaluation Criteria	%
1	Price	30%
2	Local Contribution	30%
3	Competency	20%
4	Past Performance	15%
5	Value-Adding	5%

10.4. Evaluation Steps

Step 1 - Assessment for Compliance and Mandatory Requirements

- (a) Council will assess all Proposals for completeness, unintentional errors in the Return Schedules, compliance with the RFP requirements and mandatory criteria.
- (b) Council may exclude any Proposal if the Proposal:
 - i. is received after the Closing Date and Time; or
 - ii. does not satisfy the compliance or mandatory requirements.
- (c) Council, in its sole discretion, may exclude any Proposal where the Proposal:
 - 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 RFP 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 Proposals; and
 - vii. is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria.
- (d) Proposals 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

Proposals will be assessed against the evaluation scoring criteria.

- (a) Clarification of Proposal
 - i. At any stage after the Closing Date, Council may engage in discussions with the Respondent or seek clarification of any Proposal 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 Respondent. 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 Proposal 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 RFP terms and conditions;
 - ii. Council may continue to evaluate all Proposals (including Proposals 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 Proposal, at any stage in the RFP 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 Proposal. A failure to comply with a reasonable request may result in the Proposal 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 RFP process, Council will notify each unsuccessful Respondent that its Proposal 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 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 Contract

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 (RFP: 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 RFP 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.