



REQUEST FOR QUOTE

Fraser Coast Planning Scheme Review Stage 2

Issue Date – July 2020

DOCUMENT CONTROL

DOCUMENT CREDENTIALS

eDOCS Reference:	4086877	Version	1
Document Owner:	Manager Strategic Land Use Planning		
Department:	Planning and Growth		
Directorate:	Development and Community		

DOCUMENT ENDORSEMENT AND APPROVAL

Position	Name	Action	Approval / Last Review Date
Manager Strategic Land Use Planning	Lauren Payler	Reviewed	16/7/20
Executive Manager Planning and Growth	James Cockburn	Endorsed	

VERSION HISTORY

Version	Date	Changed By	Nature of Amendment
1	03/07/20	Lauren Payler	Draft

1. INTRODUCTION

Fraser Coast Regional Council has commenced a review of the Fraser Coast Planning Scheme 2014 in accordance with Section 25 of the *Planning Act 2016*. The review will be undertaken in four (4) stages over the next 2-3 years:

Stage 1 - Demographic Trends Analysis (Complete)

Stage 2 - Discussion paper and planning scheme audit (subject of this request to quote)

Stage 3 - Planning Scheme amendment drafting

Stage 4 - Formal amendment and adoption process

2. PROJECT OBJECTIVES

While review of the planning scheme every 10 years is a statutory requirement, project is also an opportunity to:

- Review and set the Strategic Direction for the Fraser Coast;
- Consider whether the current planning scheme is delivering development and infrastructure outcomes, which are consistent with current community, industry and Council expectations.
- Discuss and consider alternative approaches and outcomes to address those areas that have not delivered;
- Review planning scheme provision in context of the various geography's and emerging development trends being experienced across the Fraser Coast

Stage 2 of the project involves the release of a Discussion Paper for public feedback. The discussion paper will facilitate input on the elements of the planning scheme requiring review. A variety of internal and external workshops will also be held to obtain input from specific stakeholder groups.

During Stage 2, consultants will be engaged to undertake an audit of the planning scheme. The audit will evaluate the technical performance of the planning scheme and identify the scope of further strategic work required to address any technical issues found.

The outcomes of the discussion paper consultation and the technical audit will be summarised in an outcome report, which will include recommendations to Council for the scope of works for Stage 3 of the project.

3. SCOPE OF WORKS

Council seeks quotes from a suitably experienced and qualified consultancy to deliver the following components of Stage 2 of the planning scheme review project:

1. Peer review of the draft discussion paper (prepared by Council) prior to public release.
2. Facilitate workshops with key internal and external stakeholder groups (number and format of workshops negotiable between Council and consultants).
3. Undertake a preliminary technical audit of the current planning scheme to inform recommendations for the scope of Stage 3 works. This should have regard to matters including, but not limited to:

- a. Compliance with the State Planning Policy.
- b. Opportunities to improve performance of the planning scheme in the context of the *Planning Act 2016* and subsequent legal interpretations (noting that the planning scheme was drafted under the *Sustainable Planning Act 2009*, which established different legal directions for assessment).
- c. Opportunities for improving the structure and delivery format (content and mapping) in light of the removal of mandatory Queensland Planning Provision (QPP) requirements and the dominance of online access over hard copies.

Note that following the drafting of amendments in Stage 3 of the project, a detailed technical review of the draft planning scheme will be undertaken. As such, the scope of the Stage 2 audit should be focused on high-level issues and opportunities.

4. Prepare a consolidated “Outcomes Report” bringing together a review of all submissions received, outputs from workshops and the technical audit. The outcome report should provide:
 - Recommendations on components of the planning scheme that warrant review/ amendment
 - Recommendations for responses to submissions.
 - Estimated cost/ resources required for proposed changes.
 - Risks and benefits associated with proceeding/ not proceeding proposed changes.
 - Recommendations for the Scope of Works for Stage 3 of the Planning Scheme review project and prioritization of proposed works.

The consultant will present the final “Outcomes Report” to Council in a final workshop.

The Stage 2 scope of works are scheduled for completion by January 2021. The delivery schedule will be negotiated with the appointed consultant.

4. Project Deliverables

Fraser Coast Regional Council will have ownership of the outputs. All documents need to be provided in editable format.

Key deliverables include:

1. Peer reviewed tracked changes version of the Discussion Paper prepared by Council Officers.
2. Minutes/ notes from workshops/ meetings.
3. Outcome Report.

5. SUBMISSION

Your quote should address, as a minimum but not limited to, the following:

- A lump sum quote to provide for the Scope of Work as detailed and which should be inclusive of all disbursements and incidental costs;
- Indicative start date;
- Evidence of experience in a similar project;
- Key personnel with details of their qualifications; and

- Timeframes for the deliverables detailed in the Scope of Works.

Fraser Coast Regional Council specifically reserves the right to accept no Proposal, or any Proposal, whether that Proposal is the lowest proposal or not and whether conforming or not. It further reserves the right that after the Submission closing date, it may negotiate with any one or more Submitters with a view to modifying the terms, conditions, prices and any other matters applicable to any Contract that may be subsequently entered into.

A proposal shall not be deemed to have been accepted unless accepted in writing by way of Letter of Acceptance, or email detailing acceptance from a Fraser Coast Regional Council representative.

Quotes can be sent electronically through email to development@frasercoast.qld.gov.au

Quotes are to be marked in the subject heading:

- Planning Scheme Review – Stage 2

The quote is to be submitted no later than COB 12 August 2020.

The Submitter agrees that the Quotation will remain open for acceptance for a minimum period of 90 days after the Closing Time, notwithstanding that there may have been negotiations in respect of any Quotation in the meantime.

Refer to Councils Conditions of Quotations for further information on Councils terms and conditions relating to requests to quote.

6. EVALUATION CRITERIA AND WEIGHTING

Quotes will be assessed against the following criteria and weightings. The lowest price quoted will not necessarily be accepted.

Criteria	Weightings
1. Experience of the people and firm This incorporates relevant experience of firm and nominated personnel, technical skills of nominated personnel, and track record of the firm.	40%
2. Methodology This includes the Consultants understanding of the task specified in the request to quote, and detailed assessment of their approach to undertaking the task.	40%
3. Project management/Time performance This includes management processes/quality assurance and time performance.	5%
4. Price	15%

7. CONTACT DETAILS

For further information, please contact Council's representative on the following details:

Lauren Payler

Manager Strategic Land Use Planning

Planning and Growth

Fraser Coast Regional Council

Phone: 07 4197 4552

Email: Lauren.Payler@frasercoast.qld.gov.au

1. Agreement to be bound by RFQ

- 1.1 In consideration of Council:
 - (a) requesting the Supplier to submit a Quote for the Supply; and
 - (b) agreeing to receive a Quote submitted by the Supplier in accordance with, and subject to, this RFQ,
 - (c) the Supplier agrees to be bound by this RFQ.

2. Form of RFQ

- 2.1 A Request for Quote from Council may take any of the following forms:
 - (a) formal Request for Quote document issued by Council directly or via an Electronic Tender Box; or
 - (b) email; or
 - (c) verbal request; or
 - (d) any other form deemed appropriate by Council.

3. Supplier Enquiries

- 3.1 All enquiries by Suppliers must be directed to the Council Contact Officer by the time and date specified in the RFQ.
- 3.2 Council reserves the right not to respond to any enquiry or question.
- 3.3 If the Supplier, or any person acting on the Suppliers behalf, has communications with any other Council Officer, or a Councillor in relation to this RFQ, the Supplier may be excluded from consideration.

4. Alternate Proposals

- 4.1 Alternative Quotes may be submitted in addition to a Conforming Quote.
- 4.2 To be considered a Conforming Quote, a Quote must:
 - (a) be for the Supply specified
 - (b) contain a completed Quotation Form, if applicable
 - (c) contain completed Response Forms, if applicable
 - (d) include any other information required in this RFQ, the Quotation Form and the Response Forms;
 - (e) strictly comply with the Conditions of Contract and Council's Requirements with no departures; and
 - (f) in all other respects comply with this RFQ and all applicable Legislative Requirements.
- 4.3 A Quote that does not comply with Clause 4.2 (including a Quote that contains any deviations from the Conditions of Contract) is an Alternative Quote.
- 4.4 An Alternative Quote must:
 - (a) clearly set out the benefits of the Alternate Quote and how it differs from the Conforming Quote;
 - (b) not constitute a substantial variation but satisfy the basic commercial and performance objectives, technical and legal requirements.
- 4.5 Council may, but is not bound to, consider or accept an Alternative Quote.

5. Lodgment of Quote

- 5.1 Quotes must be submitted by the method advised in the RFQ:
 - (a) where the RFQ specifies lodgment via an Electronic Tender Box, the Quote must be submitted to that Electronic Tender Box.
 - (b) where the RFQ specifies a physical or electronic email address the Quote must be submitted in writing to that address;
 - (c) where the Quote is requested verbally, the Quote may be provided verbally only if Supply Price is less than \$5,000.00; if the Supply Price is equal to or greater than \$5,000.00 the Quote must be provided in writing pursuant to Clause 5.1(b).
- 5.2 Quotes will only be accepted by Council if submitted by the required method before the Closing Time.
- 5.3 Any Quote submitted remains valid and binding upon the Supplier for a period of 90 days from the Closing Time or such later date as may be mutually agreed between the Supplier and Council and must not otherwise be withdrawn by the Supplier.
- 5.4 If the Supplier becomes aware of any error, discrepancy or omission in the Quote, the Supplier cannot submit any correction or additional information without prior consent of Council.

6. Reliance by Supplier

- 6.1 In submitting a Quote, each Supplier warrants that, at its own cost and expense, it has:-
 - (a) satisfied itself with respect to all conditions relating to the contract, risks, contingencies and any other matters which may impact on the Quote;
 - (b) acted independently, completed its own investigations and assessments about all matters relevant to this RFQ process and not relied upon any representation made by Council;

- (c) verified any information provided by, or on behalf of Council, and satisfied itself that the information is adequate and accurate;
- (d) satisfied itself with respect to the accuracy, completeness and sufficiency of its Quote.

- 6.2 Council will not be responsible for payment of, and the Supplier will not have any claim against Council, or any employee, agent or contractor of council (whether in contract, tort (including negligence) equity, under statute or otherwise) arising from any costs, expenses, losses or other liabilities occurred by the Supplier a result of this RFQ process.

7. Councils Discretion

- 7.1 Council in its sole and unfettered discretion, reserves the right to:-
 - (a) vary, amend, terminate, suspend or reinstate the RFQ process at any time;
 - (b) change the terms and conditions applicable to the RFQ process, including the Conditions of Contract;
 - (c) exercise discretion when evaluating Quotes, and use any criteria it sees fit in accordance with the requirements of the Local Government Act 2009 (Qld) and its regulation;
 - (d) consider or refuse to consider a Quote submitted after the Closing Time;
 - (e) consider or refuse to consider a Quote which does not conform strictly with Council's RFQ;
 - (f) interview, request clarification or negotiate with one or more Suppliers and allow any Supplier to vary its Quote after the Closing Time;
 - (g) award the RFQ as a whole, in parts, to one or more Suppliers, or not at all;
 - (h) carry out all or any part of the Supply in a manner that Council sees fit, either itself or by engaging another to do so, whether they participated in the RFQ process or not;
 - (i) carry out any other procurement process for the Supply.
- 7.2 The Supplier will not make any claim in connection with a decision by Council to exercise or not exercise any right in relation to the RFQ process.

8. Acceptance of Quote

- 8.1 Council is not obliged to accept the lowest, or any Quote, and may accept the Quote most advantageous to it.
- 8.2 Council reserves the right to accept or reject a Quote in part or in whole.
- 8.3 No Quote shall be taken as accepted and no Contract will be formed, until the Supplier;
 - (a) executes and returns the Formal Instrument of Agreement as referred to in the RFQ; or alternatively
 - (b) receives a Council issued Purchase Order to the Price of the Supply.

9. Conflict of Interest

- 9.1 A Supplier must not, and must ensure that its employees, agents, and advisers do not, place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of Council and the Supplier's interest during the RFQ process.
- 9.2 If during the RFQ process a conflict of interest arises, or appears likely to arise, the Supplier must notify Council immediately in writing and take such steps as Council may reasonably require to resolve or otherwise deal with the conflict. If the Supplier fails to notify Council or is unable or unwilling to resolve or deal with the conflict as required, the Quote may be excluded from further consideration.

10. Warranties

- 10.1 In submitting its Quote, the Supplier warrants:
 - (a) the accuracy of all information, completeness and sufficiency of its Quote;
 - (b) the appropriateness and sufficiency of the Price and timeframes offered by the Supplier in its Quote to carry out the Supply;
 - (c) that it has all necessary experience, skill and resources to perform and carry out its obligations in accordance with this RFQ and its Quote;
 - (d) that it is able to commence the Supply as required by Council;
 - (e) that its employees, contractors or agents will comply with all Legislative Requirements relative to providing the Supply; and
 - (f) that it is willing to accept the Conditions of Contract as contained or described in this RFQ;
- 10.2 The warranties in this section are provided as at the date of the Supplier's response to the RFQ and on an ongoing basis until the later of Council notifying the Supplier that its Quote has been rejected and expiry or

termination of any Contract entered pursuant to the RFQ Process ("relevant period").

- 10.3. The Supplier warrants that it will immediately notify Council if it becomes aware that any warranty made in this section was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

11. Confidentiality

- 11.1. The Supplier must keep confidential all information which it obtains as part of the RFQ Process, not use it except for the purpose of responding to the RFQ, and not disclose it except to its personnel on a need to know basis for the purpose of responding to the Request for Quote, or with Council's consent, or to the extent required by Law, or to its professional advisors.

12. Privacy

- 12.1. The Supplier is to comply with the *Information Privacy Act 2009* (Qld).
- 12.2. By submitting a Quote, the Supplier warrants that it has obtained the consent of each individual whose Personal Information is included in the Quote for:
- (a) the inclusion of their Personal Information in the Quote;
 - (b) the use of the Personal Information by Council for the purpose of evaluating and awarding the Quote; and
 - (c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting Council with the evaluation of the Quote.
- 12.3. The Supplier 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 Supplier of the warranty in Clause 12.2.
- 12.4. Any Personal Information exchanged between the Supplier and Council must be dealt with in accordance with the *Information Privacy Act 2009* (Qld).
- 12.5. The Supplier must immediately notify Council upon becoming aware of any breach of this Clause **Error! Reference source not found.12**.
- 12.6. This clause survives the expiry or termination of the Request for Quote.

13. Governing Law and Jurisdiction

- 13.1. The RFQ process is governed by the laws in force in Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.

14. Definitions

- 14.1. In this RFQ:

Closing Time means the time and date specified in the RFQ by which Quotes must be submitted by the Supplier and received by Council.

Conditions of Contract means the Conditions of Contract attached or referred to within the RFQ documents. Where there is no reference to specific Conditions of Contract, the Councils Standard Purchase Order Terms and Conditions apply.

Contact Officer means the person specified in the RFQ.

Contract means the Formal Instrument of Agreement between Council and the Supplier.

Council means the Fraser Coast Regional Council ABN 19 277 850 689 of PO BOX 1943 Hervey Bay QLD 4655.

Electronic Tender Box means Vendor Panel, LG Tender box, Felix or other electronic tender box as specified in the RFQ.

Formal Instrument of Agreement means the Contract, Conditions of Contract, Service Agreement or Letter of Acceptance referred to in the RFQ

Legislative Requirements includes:

- (a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory applicable to the Supply
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Supply; and
- (c) fees and charges payable in connection with the foregoing.

Price means the rates or prices specified in the Suppliers Quote for which the Supplier offers to carry out the Supply.

Quote means a quote submitted by the Supplier pursuant to this RFQ Process and may include an Alternative Quote.

RFQ and Request for Quote means any verbal request or document issued by Council for the carrying out of the Supply.

Supply means the goods, services and works, as applicable, that are being procured pursuant to this RFQ.

Supplier means the entity that participates in the Request for Quote Process, whether or not they submit a Quote.



procurement@frasercoast.qld.gov.au



1300 79 49 29



<https://www.frasercoast.qld.gov.au/procurement>