



TOWN OF
VICTORIA PARK

Request for Proposal (RFP)	Design Review Panel
Deadline	2.00pm (WST), Monday 06 September 2021
Address for Delivery	https://portal.tenderlink.com/vicpark/ Facsimile, Mail, Electronic Mailed and Hand Delivered Responses <u>WILL NOT</u> be Accepted
RFP Number	TVP/21/07

Please ensure that you quote the RFP number on all correspondence relating to this RFP.

Submissions are to be received by the closing time and date.
Late Responses will not be accepted. No facsimile or e-mail Responses will be accepted.



WE'RE OPEN
VIC PARK

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1 CONDITIONS OF RESPONDING

The Town is inviting Responses, in accordance with the terms and conditions of this Request, from professionals in the fields of Architecture, Urban Design, Landscape Architecture, Building Services and/or Sustainability to be appointed as new members of the Principal's Design Review Panel starting from 1st December 2021.

A full statement of the Requirements required under the proposed contract appears in the Specification Part 2.

1.1 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request.

Attachments:	The documents you attach as part of your Response.
Contractor:	Means the person or persons, corporation or corporations whose Response is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Response as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 3 and incorporated in a Contract in accordance with the Offer.
Offer:	Your offer to supply the Requirements.
Principal:	Town of Victoria Park or the Town represented by the Principal's Representative or his/her representative.
Request or RFP or Request for Proposal:	This document.
Requirements:	All requirements as mentioned in this Request.
Selection Criteria:	The criteria used by the Principal in evaluating your Response.
Special Conditions:	The additional contractual terms (if applicable).
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Response:	Completed Offer form, Response to the Selection Criteria and Attachments.
Respondent:	Someone who has or intends to submit an Offer to the Principal.
Tenderlink:	Means the web-based portal to be used for downloading RFP documents, raising queries in the online forum during the Response Open Period and lodgement of Responses. This medium operates through the website https://www.tenderlink.com/vicpark/

1.2 DOCUMENTS

This Request for Proposal is comprised of the following parts:

Part 1 – Conditions for Responding (*read and keep this part*). PDF

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

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

Part 4 – Respondent’s Offer (Form of Response) (**complete and return this part**). PDF and WORD formats

Separate Documents:

The following documents will be integral part of this Request for Proposal:

- i) Addenda and any other special correspondence issued to Respondents by the Principal.
- ii) Any other policy or document referred to but not attached to the Request.

1.3 HOW TO PREPARE YOUR RESPONSE

During preparation of Response documents, Respondents should:

- i) Carefully read all parts of this document;
- ii) Ensure you understand the Requirements;
- iii) Complete and return the filled-in Form of Response (Part 5) in all respects; and,
- iv) Make sure that the Form of Response is signed-off by the authorised Respondent’s representative and have responded to all Selection Criteria.
- v) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- vi) Lodge your Response before the Deadline.

1.4 CONTACT PERSONS

Respondents should not rely on any other information provided by any person not listed below:

Contractual Enquiries		Technical Enquiries	
Name	Viviane Franco/Sumita D’Silva	Name	Robert Cruickshank
Position	Contracts and Procurement Officer/Senior Procurement Officer	Position	Manager Development Services
Telephone	(08) 9311 8111	Telephone	(08) 9311 8111
Email	admin@vicpark.wa.gov.au	Email	admin@vicpark.wa.gov.au

Any requests for information or clarification must be made in writing, preferably through the Response forum at <https://portal.tenderlink.com.au/vicpark/> and may become an Addendum to this Request.

No requests for information or clarification to the Request Documents will be accepted later than three (3) working days prior to the deadline for this Request.

1.5 BRIEFING/SITE INSPECTION

Not applicable.

1.6 LODGEMENT OF RESPONSES AND DELIVERY METHOD

The Response must be lodged latest by the Deadline. The Deadline for this request is stated on the cover page of this RFP.

Submissions are to be lodged electronically by utilising the Tenderlink E-Tendering website: <https://portal.tenderlink.com/vicpark/>

Electronic mail Responses and Responses submitted by Facsimile will not be accepted.

Respondents must ensure that all electronic submission files are clearly named with the:

1. Principal's RFP Number (i.e., TVP/21/07); and
2. Respondent's Name

The Principal's preferred format for the main submission is a single (1) PDF file readable by Adobe Acrobat (PDF) or Microsoft Office – 2003, 2007 and 2010 applications.

Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file; such documentation shall be fully cross referenced to the appropriate section of the submission.

All pages shall be numbered consecutively, and the Response shall include an index.

Where Respondents lodge more than one (1) submission for the RFP, the RFP documents and electronic files shall be clearly labelled and named to identify whether the submission:

- Supersedes a previously lodged Response;
- Is an Alternative; or
- Is additional to a previously lodged Response.

1.7 REJECTION OF RESPONSES

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

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

1.8 LATE RESPONSES

Responses received:

- i) after the Deadline; or
- ii) in a place other than that stipulated in this Request;
will not be accepted for evaluation.

1.9 ACCEPTANCE OF RESPONSE

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

1.10 LODGEMENT OF A RESPONSE BY THE PRINCIPAL

The Principal **does not** intend to submit an in-house Response.

1.11 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Respondents will be given particulars of the successful Respondent(s) or advising that no Response was accepted.

1.12 RESPONSE VALIDITY PERIOD

All Responses will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Response, whichever is the later unless extended on mutual agreement between the Principal and the Respondent in writing.

1.13 PRECEDENCE OF DOCUMENTS

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

1.14 ALTERNATIVE RESPONSES

All Alternative Responses may be accompanied by a conforming Response.

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

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

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

1.15 RESPONDENTS TO INFORM THEMSELVES

Respondents shall be deemed to have:

- i) examined the Request and any other information available in writing to Respondents for the purpose of responding;
- ii) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Response which is obtainable by the making of reasonable enquires;
- iii) satisfied themselves as to the correctness and sufficiency of their Responses including submitted prices which shall be deemed to cover the cost of complying with all the Conditions of Responding and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- iv) acknowledged that the Principal may enter into negotiations with Respondent(s) and that negotiations are to be carried out in good faith; and
- v) satisfied themselves they have a full set of the Request documents and all relevant attachments.

Failure by the Respondent to have done all or any of the foregoing shall not relieve the successful Respondent of its obligations to perform the proposed Contract in accordance with the terms of the proposed Contract.

1.16 VALUE FOR MONEY POLICY

Value for money is a key Council policy objective to ensure that when purchasing goods or services, the Town achieves the best possible outcome for every dollar spent by assessing the costs and benefits to the Town and the community, rather than simply selecting the lowest price offered.

In assessing the costs and benefits to the Town and the community, "Buy Local" Policy considerations are also taken into account.

1.17 OCCUPATIONAL SAFETY AND HEALTH

All Respondents shall ensure that their plant, equipment and personnel comply with the Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations of 1996 and any amendments thereafter.

1.18 DISABILITY ACCESS AND INCLUSION PLAN

It is a requirement of the Disability Services Act that public authorities must take all practical measures to ensure that the DAIP is implemented by its officers, employees, agents and contractors.

If the contract involves the supply of services to the public, then the successful Contractor will:

- a) to the extent practicable, implement the Customer's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993;
- b) provide a report to the Town in each year of the Contract Term reporting on the extent to which the successful Contractor has implemented the Town's Disability Access and Inclusion Plan

1.19 ALTERATIONS

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

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

1.20 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- i) any risk assessment undertaken by any credit rating agency;
- ii) any financial analytical assessment undertaken by any agency; and
- iii) any information produced by the Bank, financial institution, or accountant of a Respondent;

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

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

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

1.21 EVALUATION PROCESS

This is a Request for Proposal (RFP). Your Response will be evaluated using information provided in your Response.

Selection Criteria

- 1.21.1** The Contract may be awarded to a panel of eight (8) Respondents who best demonstrates the ability to provide quality services at the proposed consulting fee.

Any submitted information will be assessed together with Compliance and Qualitative criteria to determine the most advantageous outcome to the Principal.

The Design Review Panel is to comprise of eight (8) professionals, being two (2) professionals from each of the following fields:

- i) Architecture;
- ii) Urban Design;
- iii) Landscape architecture;
- iv) Building services and/or sustainability.

1.21.2 Evaluation methodology to be used in respect of this Request:

- (1) Responses are checked for completeness and compliance. Responses that do not contain all information requested (e.g., completed Offer form and attachments) may be excluded from evaluation.
- (2) Responses are assessed against the Qualitative Criteria. The most suitable Respondents may be shortlisted and may also be required to clarify the Response, make a presentation to the Principal, or provide further policy information. Referees may also be contacted prior to the final recommendation.
- (3) A recommendation report will be presented to the Principal.
- (4) All Respondents will be advised of the outcome and a letter of award will be sent to successful Respondents.

1.21.3 Compliance Criteria

These criteria will not be point scored. Each Response will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Response from consideration. Refer to Clause 4.2 of this Request for full details on each compliance criterion.

1.21.4 Qualitative Criteria

The Town has adopted a best value for money approach to this Request.

- (1) A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Response that provides all the information requested will be assessed as satisfactory. A Response demonstrating greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Response will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.
- (2) In determining the most advantageous Response, the Evaluation Panel will score each Response against the qualitative criteria.
- (3) It is essential that Respondents address each qualitative criterion. Failure to provide the specified information may result in elimination of the submission from further evaluation.
- (4) The Principal will consider the extent to which the Response satisfies the Qualitative Criteria and reserves the right to reject any response that does not properly address and satisfy any of the Qualitative Criteria.
- (5) The Qualitative Criteria are weighted according to their relevance and importance to the performance requirements of the proposed Contract.

Before responding to the following qualitative criteria:

- (1) Assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;

(2) Provide full details for any claims, statements or examples used to address the qualitative criteria; and

(3) Address each criterion.

Failure to provide the specified information may result in elimination from the quotation evaluation process or a low score.

The following qualitative criteria shall be applied in the assessment/evaluation of Responses.

Local Knowledge of the Town of Victoria Park	15%
Experience in Design Review	40%
Experience in New Developments and Planning	20%
Skills and Experience in Nominated Fields	25%

Refer to Clause 4.3 of this Request for full details on each qualitative criterion.

1.22 REPLACEMENT OF PANEL MEMBERS

During the term of the appointment, should a Panel member leave the Panel for any reason, the Principal reserves the right to replace the Panel member with the next ranked Respondent determined in the value for money assessment should that Respondent agree to do so.

1.23 PRICE BASIS

All prices for goods/services offered under this Request are to be fixed for the term of the Contract and shall not be subject to Rise and Fall formula. Members of the Panel will be paid at the all-inclusive rate of \$250 per hour plus GST. Refer to Clause 2.6.2 of this Request.

1.24 OWNERSHIP OF RESPONSES

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

1.25 CANVASSING OF OFFICIALS

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

1.26 IDENTITY OF THE RESPONDENT

The identity of the Respondent and the Contractor is fundamental to the Principal. The Respondent shall be the person, persons, corporation or corporations named as the Respondent in Part 4 and whose execution appears on the Offer by Respondent in Part 4 of this Request. Upon acceptance of the Response, the Respondent shall become the Contractor.

1.27 COSTS OF RESPONDING

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

1.28 RESPONSE OPENING

Responses will be opened in the Principal's offices, following the advertised Deadline. All Respondents and members of the public may attend or be represented at the opening of Responses.

Only the names of the consultants who submitted a Response by the due Deadline will be read out at the Response opening. No discussions will be entered into between Respondents and the Principal's officers present or otherwise, concerning the Responses submitted.

The Response opening will be held on as soon as practicable after the Deadline at the Principal's office.

1.29 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Respondent shall state on the Response Form, its registration or license number.

The Response may not be considered if the Respondent fails to provide such registration or license number.

1.30 EXTENSION OF TIME

If an extension of time to lodge a Response is granted, the extension shall apply to all Respondents who will be advised of the new closing time and date. Responses lodged within the original time shall be retained unopened or returned on request.

The Principal, in its absolute discretion, may grant or refuse any application for an extension of time.

1.31 CONFIDENTIAL INFORMATION

The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after completion or earlier termination of the Contract. If so required by the Contractor, the Principal shall ensure that the Principal's Representative also enters into such an agreement.

1.32 PUBLICITY

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

2 SPECIFICATION

2.1 EXISTING DESIGN REVIEW PANEL

2.1.1 The Principal has engaged in design review since 2001 via a well-regarded multi-disciplinary Design Review Committee that operated from 2001-2018. The Design Review Panel (also “DRP”) was established in 2018 and currently comprises membership from the following fields:

- i) Architecture;
- ii) Urban Design;
- iii) Landscape architecture; and
- iv) Building services and/or sustainability.

2.1.2 The appointment of the current members is close to expire; the Principal is therefore seeking Responses from professionals in the above nominated fields to be appointed as new members of the Design Review Panel starting from 1st December 2021.

2.2 BENEFITS OF DESIGN REVIEW

2.2.1 Design review, particularly when undertaken early, has a multitude of benefits for a range of stakeholders including the delivery of quality design outcomes, a reduction in time and cost through early identification of issues, and progressive certainty for design teams provided through collaborative resolution of planning and design issues.

2.2.2 Design review undertaken by suitably qualified and independent experts provides confidence and empowers decision makers to better meet the needs of the community and the delivery of high-quality design and projects.

2.2.3 Wherever possible, proponents are encouraged to seek the advice of the Design Review Panel from the earliest possible stages of conceptual design.

2.2.4 Depending upon the nature of the development proposal, its complexity and the skill of the proponent to address identified issues, most development proposals would be subject to at least two (2) DRP meetings, sometimes more, prior to lodgement of a formal development application.

2.3 PROPOSED DESIGN REVIEW PANEL

Role

2.3.1 The new members to be appointed are to act as a panel providing expert advice to the Town in relation to development and other planning proposals. The Design Review Panel acts in an advisory capacity only providing advice and recommendations to Principal’s Officers and the decision-maker, and do not make decisions on development applications or any other planning proposal.

2.3.2 The purpose of the Design Review Panel is to provide advice and recommendations that improve the quality of development within the Town of Victoria Park and excellent design outcomes for the community and the users of buildings, specifically in relation to:

- i) Proposals for buildings that are three (3) or more storeys in height above natural ground level; or
- ii) Proposals for developments of a value exceeding \$2 million; or
- iii) Any relevant Scheme Amendment, Structure Plan, Policy, Precinct Plan, Local Development Plan or Design Guidelines, as determined by the Chief Community Planner (CCP) or Manager Development Services (MDS); or
- iv) Any other proposal as determined by the CCP or MDS.

- 2.3.3** The role involves attending meetings and providing professional advice to Principal's Officers and the development proponent, and working collaboratively to achieve improved development outcomes.
- 2.3.4** In addition to fulfilling duties relating to Design Review Panel meetings, the Principal may from time to time require that members undertake additional roles such as site visits, meeting with applicants, landowners and other relevant Principal's staff or consultants; and attend Council, Development Assessment Panel or State Administrative Tribunal Meetings as necessary in relation to the proposal or any other matter the Principal refers to the Design Review Panel.

Establishing the Panel - Membership

- 2.3.5** The Design Review Panel is to comprise of eight (8) professionals. Membership is to preferably be from one or more of the following fields:
- i) Architecture;
 - ii) Urban Design;
 - iii) Landscape architecture;
 - iv) Building services and/or sustainability.
- 2.3.6** It is anticipated that the 8-person membership will comprise 2 members from each of these disciplines.
- 2.3.7** Typically, four (4) members from the pool will be allocated to review a particular proposal, being one (1) member from each of the four (4) disciplines. The allocation of the proposals is decided by the Principal at its sole discretion considering several factors such as qualitative ranking in the relevant field, members availability, workload, relevant experience and skills, involvement in previous projects for the same or nearby property, potential risk of conflict of interest, etc.
- 2.3.8** There is no guarantee as to the quantity of services that may be requested by the Principal to each member.

Requirements for Membership

- 2.3.9** Eligibility for membership is assessed on the following selection criteria:
- i) Local knowledge of the Town of Victoria Park, including an understanding of the character, desired built form and issues within the Town.
 - ii) Demonstrated high level of expertise and knowledge in one of the following fields:
 - a) architecture,
 - b) urban design,
 - c) landscape architecture,
 - d) sustainability and/or
 - e) building servicing.
 - iii) Demonstrated experience in design review.
 - iv) Demonstrated professional experience in the design and delivery of significant developments, projects and planning proposals.
 - v) Ability to work in a multidisciplinary team.
 - vi) Current registration with their relevant professional body is desirable.

- 2.3.10** A person who is currently employed by the Town or is an Elected Member is not eligible for appointment as a member.
- 2.3.11** Respondents must clearly indicate in their Response the specific field(s) they are proposing themselves as members for.

2.4 MEETING SCHEDULE

- 2.4.1** The Design Review Panel typically meets on a monthly basis, with additional meetings as required. Meetings will normally occur on a weekday morning (currently 9.00am on the third Wednesday of each month), and typically will run for duration of 2-3 hours.
- 2.4.2** Additional meetings will be held for urgent matters, where the number of applications requires, or for any other reason at the Principal's discretion.
- 2.4.3** Prior to meetings, the Principal's Officers will provide members with a copy of plans/drawings and any other relevant documentation in relation to the matter that is to be discussed at the upcoming meeting in order for the members to review the material and form opinions prior to the meeting.

2.5 MEETING ATTENDANCE

Meetings are to be attended by the Design Review Panel members, the CCP and/or MDS, Principal's Officers and invited applicants and consultants. Meetings are not open to the public or Elected Members.

2.6 TERMS OF APPOINTMENT

- 2.6.1** The initial term of appointment to the Design Review Panel will be for a period of two (2) years starting from 1st December 2021. Appointment for an additional one (1) year may be approved by the Principal's at its sole discretion at the end of the initial term of appointment.
- 2.6.2** Members of the Panel will be paid at a rate of \$250 per hour + GST for the review of documentation prior to meetings, email correspondence to Principal's Officers, attendance at meetings (but not travel time) and any other further work requested in writing by Principal's Officers. This comprises meetings of the Design Review Panel and any other further meetings deemed necessary by Principal's Officers, including meetings with Principal Officers, Council Meetings, Development Assessment Panel Meetings or appearing at the State Administrative Tribunal.
- 2.6.3** All disbursements (e.g., travel expenses, travel time, motor vehicle costs, meal expenses, etc.) are to be considered factored and included in the hourly rate above.

2.7 DESIGN REVIEW PANEL MEETING PROCEDURE

- i) Meetings are informal and not subject to the Town's Standing Orders Local Law 2011.
- ii) Meetings cannot proceed without a minimum of 2 members present, unless authorised by the CCP or MDS.
- iii) Meetings are not open to the public.
- iv) The MDS shall convene the meeting and will manage and facilitate design review, discussions and identify key recommendation for reporting.
- v) Meetings will normally include a presentation by the applicant with the client and design team present if desired.
- vi) Members are expected to review the proposals prior to the meetings, attend meetings and provide constructive feedback on material presented.

2.8 GENERAL MEETING FORMAT

2.8.1 At the discretion of the CCP or MDS, the Design Review Panel meetings shall generally follow the following format:

- i) Initial closed briefing by Principal's Officers to Design Review Panel members for the item.
- ii) Site history and background.
- iii) Surrounding context and proposed or approved developments.
- iv) Compliance with planning control and relevant design criteria.
- v) Initial Design Review Panel comments and discussion.
- vi) Proponent attendance and presentation.
- vii) Client provides their vision for the project.
- viii) Design team presentation explain the project.
- ix) Design Review Panel questions and clarifications as required.
- x) Design Review Panel comment, discussion and summary (including addressing follow up items from previous meeting if a secondary or subsequent meeting on an item).
- xi) Design Review Panel comments summarised and offer closing remarks.
- xii) Conclude discussions.
- xiii) Proponent departs.

2.8.2 At the discretion of the CCP or MDS, in a particular instance it may be decided to further discuss matters in the absence of the proponent.

2.9 AGENDAS

2.9.1 The MDS will determine the Agenda for each meeting which will be circulated in advance of the meeting with the following accompanying information:

- i) Development application plans.
- ii) Information regarding the preliminary assessment of the proposal against relevant statutory criteria (key points) (DR2 Form).
- iii) Indication of any particular aspects of the proposal requiring the Design Review Panel's comments.

2.10 MINUTES/NOTES

- i) At every meeting, the assessing Planning Officer is to record the groups discussion including comments and advice relating to their relevant items.
- ii) Where views are not unanimous, the Notes are to record the minority comments and advice of a particular member when requested.
- iii) The notes are to record all comments or advice the Design Review Panel wishes to offer.
- iv) Principal's Officers are to provide applicants with a copy of the Notes prepared within 5 working days after the date of the meeting.

2.11 FURTHER MEETINGS

- 2.11.1** The Design Review Panel and/or Principal may require the proposal to be presented to a further meeting(s) until such time it is satisfied its concerns or any unresolved issues are dealt with and/or advice has been or can be satisfactorily incorporated into the development.
- 2.11.2** Where an applicant has substantially amended plans subsequent to Design Review Panel endorsement, the proposal shall be referred back to a Design Review Panel meeting for consideration.
- 2.11.3** In cases of minor changes requiring further Design Review Panel review, revised plans may be circulated to members by e-mail for final comments without a further meeting being required or meetings may be scheduled informally.
- 2.11.4** Where the Design Review Panel is considering a formal application its advice will be included in the planning assessment report for the purposes of clarity, this also includes Responsible Authority Reports that are provided to the Development Assessment Panel.

2.12 ADVICE FROM DESIGN REVIEW PANEL

- 2.12.1** The Design Review Panel is to have regard to the applicable planning framework in providing comments and feedback to Principal's Officers and applicants, including (but not limited to):
- i) The Town Planning Scheme;
 - ii) Local Planning Policies;
 - iii) The Residential Design Codes; and
 - iv) State Planning Policy No. 7.0 'Design of the Built Environment'.
- 2.12.2** However, the Design Review Panel is not bound by the planning framework and therefore may make recommendations or support variations that are outside the applicable development standards for the site, where it is considered that this would deliver a better planning or urban design outcome.
- 2.12.3** The Principal or relevant Responsible Authority is not bound by advice given by the Design Review Panel but shall give due regard to the advice provided.
- 2.12.4** In providing advice to Principal's Officers and the applicant, the role of the Design Review Panel is to identify:
- i) Design strengths;
 - ii) Design weaknesses; and
 - iii) Opportunities for design improvements and possible alternative options.

2.13 FINAL CONSIDERATION BY DESIGN REVIEW PANEL

In relation to formal development applications, prior to Officers finalising their assessment of an application that has been referred to the Design Review Panel, a final meeting of the Design Review Panel is to be held to discuss and document:

- i) the design strengths of the proposal;
- ii) the design weaknesses;
- iii) any specific items to be addressed through conditions;
- iv) any outstanding matters;
- v) the Panel's recommendation (i.e. support/not support).

2.14 CODE OF CONDUCT

- 2.14.1** Each member of the Design Review Panel is required to observe the Town of Victoria Park's Code of Conduct. All members are expected to act in a responsible and professional manner with the information that they obtain through their role as a member of the Design Review Panel.
- 2.14.2** All members are encouraged to express their opinions and views without fear of reproach. It is therefore important that all members respect each other (often despite differences) and work together to create an open and trusting atmosphere.
- 2.14.3** Members are expected to accept collective responsibility for, and remain loyal to, the decisions of the Design Review Panel. This is to be upheld at all times, even when the member may not have agreed with the final decision reached by the Design Review Panel.
- 2.14.4** The Design Review Panel members are not permitted to individually communicate with applicants or interested persons in relation to any matter considered by the Design Review Panel outside of the meeting structure.

2.15 CONFLICT OF INTEREST

- 2.15.1** Where a member of the Design Review Panel has a financial interest (as defined by the Local Government Act 1995) in a matter to be considered by the Design Review Panel, the member must disclose the interest to the CCP or MDS and must not participate in or be present during any discussion on the item.
- 2.15.2** Where a member of the Design Review Panel has an impartiality interest in a matter to be considered by the Panel (an interest could, or could reasonably be perceived to, affect the impartiality of the person arising from kinship, friendship or membership of an association, etc.) the member must disclose the nature of the interest to the CCP or MDS prior to the discussion on the item. The CCP or MDS will register the interest disclosed and take the necessary measures to manage the risk of conflict. The member may be required to remove himself/herself from any participation and discussion on the item.
- 2.15.3** Refer also to clause 3.21 of this Request.

2.16 CONFIDENTIALITY

- 2.16.1** Discussions that occur at a Design Review Panel meeting are to remain confidential unless authorised by the CCP or MDS for the purposes of reporting or presentation to a Committee or Council Meeting, DAP meeting or SAT deliberation. Refer also to clause 3.25 of this Request.

3 GENERAL AND SPECIAL CONDITIONS OF CONTRACT

3.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall incorporate the General Conditions of Contract for Consultants AS 4122—2010, which are here provided under Clause 3.3 and following clauses of Part 3.

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3.1.1 Record Keeping

The Principal is subject to the provisions of the State Records Act 2000 (WA) ("SRA"). To the extent that the Contractor has possession, custody or control of any records created in the performance of functions undertaken for or on behalf of the Principal by or under this Contract, the following provisions will apply to such Records:

- i) The term "records" has the same meaning as in the SRA.
- ii) The Contractor will comply with the SRA and its Principles and Standards and any principles or standards developed by the Principal in accordance with the SRA in relation to such Records.
- iii) All such Records will remain the property of the Principal.
- iv) The disposal of any such Records will be in accordance with the Principal's recordkeeping plan ("RKP").
- v) The Contractor will give the Principal unlimited access, on reasonable notice, to all such Records.
- vi) On expiry or earlier termination of this Contract, the Contractor will (at the Principal's option) either return all such Records to the Principal in accordance with Principal's directions, or destroy them in accordance with Principal's RKP and the General Disposal Authority for Local Governments WA. In either case, the return or destruction of such Records will be at Principal's expense.

3.1.2 Parking

All costs to the Contractor for parking to perform their duties are to be borne by the Contractor, no parking permits or exemptions will be issued. You will need to park according to prevailing parking schemes and pay required fees if you choose to park in a fee-paying parking station.

3.2 PERIOD OF CONTRACT AND TERMINATION

The Contract will be in force for the period of two (2) years starting from 1st December 2021. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

The Principal reserves the right at its sole discretion to extend the Contract for an additional one (1) year at the end of the initial term.

3.3 DEFINITIONS AND INTERPRETATION

3.3.1 Definitions

In this Contract, except where the context otherwise requires:

Approvals	means certificates, licences, consents, permits, approvals and requirements made or authorised by a Commonwealth, State, Territory or local government, or by a Legislative Requirement;
Business Day	means calendar day but excludes public holidays as defined by the governing law of this Contract and weekends;
Client	means the person identified in Item 1;
Client Information	means all information supplied to the Consultant in a Document for the purposes of this Contract;
Consultant	means the person identified in Item 2;
Contract	means the agreement recorded in the Contract Documents;
Contract Documents	means the Documents listed in Item 3;
Deliverables	means those Documents and things required under this Contract to be handed over to the Client by the Consultant;
Direction	means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by the Client;
Documents	includes information stored by electronic and other means;
Fee	means the money payable under this Contract for the performance of the Services as adjusted in accordance with this Contract (including disbursements) and includes any amount payable stated in Item 20;
Force Majeure	means an event or circumstance which: <ul style="list-style-type: none"> a) is beyond the reasonable control of either party; b) is not caused by either party; c) can occur with or without human intervention; and d) was not reasonably foreseeable by the parties at the time of entering into this Contract, the consequences of which could not have been reasonably prevented by the party affected;
GST	means the tax payable on a taxable supply under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation;
Intellectual Property Right	means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, know-how, trademarks and any other right in respect of intellectual property;
Insolvency Event	means any of the events set out in clause 3.33;
Item	means an Item in Annexure Part A;

Legislative Requirements	means legislation and subordinate legislation of the Commonwealth of Australia or the State or Territory applicable to the Services, and any instruments made under such legislation or subordinate legislation;
Moral Right	means the rights defined as 'Moral Rights' in the Copyright Act 1968 (Cth);
Scope	is described in Item 4 (as varied from time to time in accordance with this Contract);
Services	means the Services described in or reasonably inferred from the Scope, including the supply of the Deliverables;
Variation	means a change to the Services whether or not it is a change to the Scope.

3.3.2 Interpretation

In this Contract, except where the context otherwise requires,

- a) 'person' includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- b) 'includes' is not a word of limitation;
- c) a reference to Legislative Requirements includes all amendments, re-enactments and replacements to Legislative Requirements;
- d) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning; and
- e) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

3.3.3 Contra Proferentem

In the interpretation of this Contract, no rule of construction applies to the disadvantage of one party on the basis that the party put forward or drafted this Contract or any provision in it.

3.3.4 Joint and Several

To the extent permitted by law, if either party consists of one or more persons, this Contract binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally and this Contract must be read and construed accordingly.

3.3.5 Headings and Guidance Notes

Are provided for information or convenience and do not form part of this Contract.

3.4 CONSULTANT TO PERFORM SERVICES

The Consultant must perform the Services in accordance with this Contract.

3.5 CLIENT TO PAY

The Client must pay the Consultant in accordance with this Contract.

3.6 STANDARD OF CARE

The Consultant must perform the Services to the standard of skill, care and diligence expected of a skilled and competent professional practising in the particular fields relevant to the Services, or such higher standard as the Consultant has represented in writing to the Client in relation to this Contract.

3.7 SCOPE

3.7.1 The Consultant, exercising skill, care and diligence to the standard of care required in clause 4, has examined the Scope and agrees that the Services will be suitable, appropriate and adequate for the purpose stated in Item 5, except to the extent that, prior to commencement of work on the Deliverables:

- a) the Consultant notified the Client in writing of any ambiguity, error, omission, discrepancy, insufficiency or inconsistency in the Scope which would prevent the Services from being suitable, appropriate and adequate for the purpose stated in Item 5, and its proposed solution; and
- b) the Client has not amended the Scope to the extent necessary, if at all, to address the concern notified under clause 3.7.1 a).

3.7.2 After commencement of work on the Deliverables, the Consultant must promptly notify the Client if and to the extent the Consultant becomes aware that any Client Information contains an ambiguity, error, omission, discrepancy, insufficiency or inconsistency or is otherwise insufficient to enable the Consultant to perform the Services.

3.7.3 If the Consultant gives notice under clause 3.7.2, the Client must either:

- a) direct an appropriate amendment to the Scope; or
- b) direct the Consultant to proceed notwithstanding its advice.

3.7.4 The Consultant is entitled to an adjustment to the Fee and/or time for performing the Services in relation to a Direction under clause 3.7.3:

- a) where the Consultant has given notice under clause 3.7.2; and
- b) it was not reasonably practicable for the Consultant to identify any ambiguity, error, omission, discrepancy, insufficiency or inconsistency necessitating amendment to the Scope prior to commencement of work on the Deliverables.

3.8 CLIENT'S REPRESENTATIVE AND CONSULTANT'S REPRESENTATIVE

3.8.1 The Client appoints the person named in Item 6 to act as the Client's representative to exercise the Client's functions under this Contract.

3.8.2 The Consultant appoints the person named in Item 7 to act as the Consultant's representative to exercise the Consultant's functions under this Contract.

3.8.3 Either party may terminate the appointment of its representative by notice in writing to the other party. The notice must identify and provide contact details for the party's new representative.

3.8.4 Unless the Client objects to the Consultant's proposed representative on reasonable grounds in writing, within 3 Business Days, or as otherwise agreed in writing, the termination and new appointment will take effect 4 Business Days after service of the notice.

3.9 INFORMATION

The Client must promptly provide the Consultant with Client Information sufficient to enable the Consultant to perform the Services.

3.10 DIRECTIONS

3.10.1 The Client may give Directions to the Consultant at any time.

3.10.2 A Direction may be given orally by the Client except where this Contract otherwise provides.

3.10.3 The Client must give the Consultant Directions necessary for the performance of the Services in a timely manner.

- 3.10.4** The Consultant must comply with all Directions given under this Contract.
- 3.10.5** If the Consultant in writing requests the Client to confirm an oral Direction, the Consultant is not bound to comply with the Direction until the Client confirms it in writing.
- 3.11 VARIATIONS**
- 3.11.1** The Client may direct the Consultant to perform a Variation. All such Directions must be in writing and specify that they direct a Variation.
- 3.11.2** If the Consultant considers any Direction requires a Variation but the Direction is not in writing or does not specify that it directs a Variation, then the Consultant must promptly notify the Client in writing setting out why the Consultant considers the Direction requires a Variation. In that case the Consultant must not comply with the Direction unless the Consultant receives a written:
- a) Direction specifying a Variation; or
 - b) notice that the Client disagrees, stating its reasons.
- 3.11.3** If a notice is issued under clause 3.11.2b), the Consultant must comply with the Direction but may, within 20 Business Days, dispute the Client's notice under clause 3.11.2b) by notice given under clause 3.34.
- 3.11.4** The Fee must be adjusted for each Variation. Unless the amount of the adjustment is agreed, the adjustment must be calculated by the Client on the basis of applicable rates or fees in this Contract or, if none, then reasonable rates or fees.
- 3.11.5** The Consultant is not obliged to perform a Variation that is outside the general Scope of the Services.
- 3.12 PAYMENT**
- 3.12.1** The basis for payment to the Consultant is stated in Item 8.
- 3.12.2** The Consultant is only entitled to payment for disbursements set out in Item 9, and any other disbursement if approved in writing by the Client (such approval not to be unreasonably withheld or delayed) prior to the disbursement being incurred.
- 3.12.3** The Consultant must claim payment in writing at the times stated in Item 10, or if no times are stated, by the last Business Day of each month. If no time is stated, only one payment claim may be made each month.
- 3.12.4** The payment claim must:
- a) in respect of the Services:
 - i) identify the Services to which the payment claim relates;
 - ii) separately identify each Variation;
 - iii) separately identify any other claim for payment under this Contract including a payment stated in Item 20; and
 - iv) set out the amount of the Fee claimed, and how that amount was determined;
 - b) in respect of disbursements:
 - i) identify each disbursement claimed;
 - ii) state the amount of the disbursement claimed;
 - iii) be accompanied by relevant invoices and receipts for payment;
- and
- c) be in the form of a valid tax invoice.

- 3.12.5** The Client must either:
- a) pay the whole amount claimed in the payment claim; or
 - b) within 10 Business Days of service of a payment claim issue a statement stating the lesser amount the Client proposes to pay together with the reasons.
- 3.12.6** The Client must pay the amount specified in clause 3.12.5a) or 3.12.5b) within the period specified in Item 11 or, if no period is specified, within 30 calendar days after service of the payment claim under clause 3.12.3.
- 3.12.7** Payment by the Client is on account and is not evidence of the value of work completed, an admission of liability, nor evidence that the Services have been executed satisfactorily.
- 3.12.8** If the Client fails to make the payment that is due and payable in accordance with clause 3.12.6, the Consultant may notify the Client in writing that it will suspend performance of the Services, after expiry of at least 5 Business Days written notice to the Client. Unless the payment has been made, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment.
- 3.12.9** If the Client fails to make the payment that is due and payable in accordance with clause 3.12.6, the Consultant may notify the Client in writing that interest
- 3.12.10** is payable on any overdue payments at the rate stated in Item 12 from the date of the notice. If so, the Consultant must promptly issue an amended tax invoice and the Fee must be adjusted to include the amount of interest paid.
- 3.12.11** Nothing in this clause 3.12 limits the Consultant's rights under clause 3.29.
- 3.13 GST**
- If the Fee is stated to be GST exclusive, the Client must pay the Fee plus the applicable GST.
- 3.14 TIME**
- 3.14.1** Subject to clause 3.14.2, the Consultant must complete the Services by the time stated in Item 13.
- 3.14.2** The Client must grant the Consultant a reasonable extension of time for any delay to completion of the *Services* caused by:
- a) an act or omission of the Client or its officers, employees, agents or other consultants or contractors (including a *Variation* directed by the Client);
 - b) a *Force Majeure*;
 - c) any event or circumstance set out in *Item 14*; or
 - d) any event or circumstance for which another provision of this *Contract* provides that the *Consultant* may be entitled to an extension of time,
- provided that the *Consultant* notifies the *Client* of the delay and its cause promptly after the *Consultant* becomes aware of the delay or its cause, and provides reasonable evidence of the cause and duration of the delay.
- 3.14.3** The *Client* must pay the *Consultant's* reasonable costs of and incidental to delay (valued as a *Variation*) caused by any of the following events for which an extension of time has been granted under clause 3.14.2:
- a) any breach of this *Contract* or negligent or unlawful act or omission of the *Client* or its officers, employees, agents or other consultants or contractors;
 - b) a *Variation* directed by the *Client*;
 - c) any event or circumstance set out in *Item 14*; or

- d) any event or circumstance that occurs for which another provision of this *Contract* provides that the *Consultant* may be entitled to an extension of time with costs.

3.15 LAW AND APPROVALS

3.15.1 The *Consultant* must comply with all Legislative Requirements and Approvals in carrying out the *Services*.

3.15.2 The *Consultant* must obtain the Approvals, if any, stated in Item 15.

3.15.3 If a new Legislative Requirement or Approval, or a change in a Legislative Requirement or Approval:

- a) occurs after agreement of the *Fee*;
- b) causes the *Consultant* to incur more or less cost or time than otherwise would have been incurred or expended; and
- c) could not have been reasonably anticipated by the *Consultant* exercising the standard of care in clause 3.6 as at the date the *Fee* was submitted to the *Client* (or, if the *Fee* was amended after it was submitted, the date of that amendment) prior to the 15th *Business Day* before agreement of the *Fee*,

then the difference in cost will be valued as a *Variation* and an extension of time may be granted in accordance with clause 3.12.

3.16 CONSULTATION AND MEETINGS

The *Consultant* must consult regularly with the *Client* and attend meetings and briefings reasonably required by the *Client* in connection with the *Services*.

3.17 REVIEW AND ACCEPTANCE

3.17.1 The *Consultant* must allow the *Client* to review and discuss the Documents and Deliverables (whether complete or in progress) produced by the *Consultant* in performing the *Services*.

3.17.2 The *Consultant* remains responsible for the *Services* despite any review or acceptance of any of the *Services* by the *Client*.

3.18 ADVERSE EVENT

Each party must, as soon as practicable after becoming aware of any matter or circumstance (including any change in *Legislative Requirement* or *Approval*) which may adversely affect or has adversely affected the performance of the *Services*, notify the other party. The notice must include reasonable detail describing the matter or circumstances and its anticipated effect on the *Services*.

3.19 COOPERATION WITH OTHERS

The *Consultant* must use reasonable endeavours to liaise, cooperate and confer with contractors and other consultants of the *Client* in order to coordinate its *Services* with the services of those contractors and consultants to produce the *Deliverables*.

3.20 KEY PERSONNEL

The *Consultant* must provide the key personnel (if any) stated in *Item 16* to perform the *Services* stated in *Item 16*. If any key person is not available due to circumstances beyond the reasonable control of the *Consultant*, the *Consultant* must promptly notify the *Client* and arrange a replacement approved by the *Client* (such approval not to be unreasonably withheld or delayed).

3.21 CONFLICT OF INTEREST

- 3.21.1** A conflict of interest in connection with this Contract includes a conflict between a duty owed by the Consultant to a person and a duty owed by the Consultant to the Client.
- 3.21.2** The Consultant represents that to the extent reasonably ascertainable at commencement of this Contract, after making all reasonable enquiries, no conflict of interest exists or is likely to arise except as set out in Item 17.
- 3.21.3** The Consultant must monitor and, unless the Client gives prior written consent to the conflict of interest, avoid the occurrence of any conflict of interest.
- 3.21.4** The Consultant must notify the Client immediately on becoming aware of a conflict of interest or a significant risk of a conflict.
- 3.21.5** Where a conflict of interest arises or is likely to arise, the Client may proceed under clause 3.29.

3.22 SUBCONTRACTING AND ASSIGNMENT

- 3.22.1** Subject to clause 3.22.2 neither party may, without the prior written approval of the other (which must not be unreasonably withheld or delayed), transfer any of its rights or obligations under this Contract.
- 3.22.2** The Client may assign its rights under this Contract without notice to the Consultant.
- 3.22.3** The Consultant must not subcontract any part of the Services without the prior written approval of the Client (which must not be unreasonably withheld or delayed). In granting the approval the Client may impose reasonable conditions.
- 3.22.4** Subcontracting does not relieve the Consultant of any obligation under this Contract.

3.23 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 3.23.1** The Client licenses to the Consultant such Intellectual Property Rights in Client Information as are necessary to enable the Consultant to perform the Services in accordance with this Contract.
- 3.23.2** The Consultant retains the Intellectual Property Rights created outside the terms of this Contract and used in performing the Services. Subject to clause 3.23.4, the Consultant grants to the Client a royalty-free non-exclusive irrevocable licence to use such Intellectual Property Rights for any purpose for which the Services are provided.
- 3.23.3** The Alternative stated in Item 18 applies.

Alternative 1

Subject to clause 3.23.4, on creation the *Consultant* grants to the *Client* an irrevocable, royalty-free licence to use, adapt, reproduce, amend, publish and sublicense on the same terms, the *Deliverables* created by the *Consultant* for any purpose for which the *Services* are provided, including any subsequent repairs, maintenance or servicing.

Alternative 2

Subject to clause 3.23.4, on creation all *Intellectual Property Rights* in the *Deliverables* created by or for the *Consultant* vest in the *Client*.

The *Client* grants to the *Consultant* an irrevocable, royalty-free licence to use, adapt, reproduce, amend, publish and sublicense those *Intellectual Property Rights*.

To the extent the *Intellectual Property Rights* in or relating to the *Deliverables* are not capable of being vested in the *Client* because the *Consultant* does not own the *Intellectual Property Rights*, the *Consultant* must obtain an irrevocable licence for the *Client* to use those *Intellectual Property Rights*, except for those rights stated in *Item 19*.

- 3.23.4** The rights created by clause 3.23.3 are revocable by the Consultant if the Client does not pay the amount payable under this Contract including the amount stated in Item 20, within 40 Business Days after completion of the Services, termination of this Contract or determination of any dispute regarding the Consultant's entitlement to payment.
- 3.23.5** The Consultant must not infringe any Intellectual Property Rights in performing the Services.
- 3.23.6** The Client must not infringe any Intellectual Property Rights in providing Client Information.
- 3.24 MORAL RIGHTS***
- 3.24.1** This clause applies if Item 21 states that it applies.
- 3.24.2** The Consultant has or must obtain a consent from each of its officers and employees and use its best endeavours to obtain such consent from its agents, sub consultants and subcontractors (and their respective employees) in connection with the Services in substantially the same form as the consent set out in Annexure Part C, or such other form as is acceptable to the Client.
- 3.24.3** In relation to the *Services*:
- a) the *Consultant* must be attributed as the author of the physical product of the *Services* as stated in *Item 21* when the *Client* considers it reasonable and practicable, or as otherwise agreed in writing;
 - b) the *Client* need not advise the *Consultant* of any intended alteration to or demolition of any project, building or structure related to the *Services* unless otherwise agreed in writing;
 - c) the *Consultant* has the right to give consent on behalf of its employees and its consultants (if any); and
 - d) where requested, the *Consultant* must provide the *Client* with copies of all relevant consents in the form of Annexure Part C, or another form as agreed, within a reasonable time.

* These provisions do not derogate from the rights and obligations set out in Part IX of the Copyright Act 1968 (Cth).

3.25 CONFIDENTIALITY

- 3.25.1** The parties must treat as confidential:
- a) the information stated in *Item 22*; and
 - b) all other information which of its nature is confidential or which the parties ought reasonably to know is confidential.
- 3.25.2** The obligation of confidentiality does not apply to the extent:
- a) that the information is in the public domain otherwise than as a result of a breach of this *Contract*;
 - b) disclosure is required by law;
 - c) disclosure is necessary to procure goods or services in connection with the *Services*, provided that the recipient of the information is also subject to an obligation of confidentiality; or
 - d) disclosure is agreed in writing by the parties.

3.25.3 The Consultant must not publish or enable others to publish any information in connection with the Services without the prior written consent of the Client (which must not be unreasonably withheld or delayed).

3.25.4 The Consultant must ensure that its officers, employees, agents, sub consultants and subcontractors comply with the Consultant's obligations under this clause 3.25.

3.26 SUSPENSION BY THE CLIENT

3.26.1 The Client may suspend the performance of the Services at any time by notice in writing to the Consultant.

3.26.2 Unless the suspension has been directed due to the Consultant's wrongful conduct, the Client must pay the Consultant any costs and expenses reasonably incurred by the Consultant as a result of the suspension.

3.26.3 The Consultant must recommence the Services when reasonably directed to do so by the Client.

3.26.4 If the suspension lasts longer than the period stated in Item 23 the Consultant may terminate this Contract.

3.26.5 The Client is not liable to the Consultant for any indirect or consequential loss suffered or incurred as a result of the exercise by the Client of its rights under this clause 3.27.

3.27 SUSPENSION BY THE CONSULTANT

3.27.1 If a risk to the health or safety to any person arises where the Services are being performed (other than at any premises owned or controlled by the Consultant), the Consultant may suspend the performance of the Services to the extent necessary to protect affected persons.

3.27.2 The Consultant must give prompt notice to the Client of the suspension, the reason for the suspension and, if known by the Consultant, its likely duration.

3.27.3 The Consultant must recommence the Services as soon as possible and give prompt notice to the Client.

3.27.4 The Consultant's right to suspend the performance of the Services following the Client's failure to make a payment is set out in clause 3.12.8.

3.28 TERMINATION WITHOUT CAUSE

3.28.1 This Contract may be terminated:

- a) at any time by mutual agreement; or
- b) by the *Client* for any reason after giving reasonable written notice to the *Consultant*.

3.28.2 If this Contract is terminated under clause 3.28.1, the Client must pay to the *Consultant*:

- a) the applicable portion of the *Fee* for the *Services* performed prior to the date of termination;
- b) all disbursements incurred by the *Consultant* prior to the date of the termination which would have been payable had this *Contract* not been terminated; and
- c) any costs and expenses reasonably incurred by the *Consultant* by reason of termination.

The *Client* is not liable to the *Consultant* under this clause 3.28 for any amount greater than the amount that the *Client* would have paid to the *Consultant* had this *Contract* been completely performed.

- 3.28.3** The *Client* is not liable to the *Consultant* for any indirect or consequential loss arising out of the termination under clause 3.28.1.
- 3.28.4** Upon termination and payment of the amount due to the *Consultant* under clause 3.28.2, the *Consultant* must deliver to the *Client* all *Deliverables* and all *Documents* which, on completion, would be *Deliverables*. The *Consultant* is not liable in respect of the *Documents* which it has not completed due to the termination of this *Contract*.
- 3.29 TERMINATION DUE TO DEFAULT BY EITHER PARTY**
- 3.29.1** If either party commits a substantial breach of this *Contract*, the other party may give to the party who committed the breach a written notice to show cause. A notice to show cause must:
- state it is a notice given under this clause 3.29;
 - specify the alleged breach with reasonable details;
 - require the party who committed the breach to show cause in writing why the party giving the notice should not exercise a right referred to in this clause 3.29; and
 - specify a date (which must not be less than 5 *Business Days* after the notice is served) by which the party who committed the breach must show cause.
- 3.29.2** Substantial breaches include but are not limited to:
- suspension of work other than as permitted in clauses 3.12.8, 3.26 and 3.27;
 - failure to proceed with due diligence and without delay;
 - failure to provide evidence of insurance in accordance with clause 3.32.5; and
 - failure of the *Client* to pay the *Consultant* under clause 3.12.
- 3.29.3** If the recipient of a notice to show cause fails to show reasonable cause why the other party should not exercise a right under clause 3.29.3 within the time specified in the notice, the other party may, by further written notice:
- terminate this *Contract*; or
 - if the breach is a failure of the *Client* to pay the *Consultant* under clause 3.12, the *Consultant* may suspend performance of the *Services* until payment is made.
- 3.29.4** If the *Consultant* suspends performance of this *Contract* under clause 3.29.3b), the *Consultant* must promptly lift the suspension after the *Client* remedies the breach, unless the *Consultant* has terminated the *Contract*.
- 3.30 INDEMNITY**
- 3.30.1** To the extent permitted by law, the *Consultant* indemnifies the *Client* from and against all liability, losses, damages, costs and expenses (including legal expenses), due to:
- loss of, damage to, or destruction of any property (including the *Deliverables*); or
 - personal injury (including psychological injury) or death,
- to the extent contributed to by any breach of this *Contract* by the *Consultant* or negligent or unlawful act or omission of the *Consultant*, its officers, employees, agents, sub consultants or subcontractors in connection with this *Contract*.
- 3.30.2** Clause 3.30.1 does not apply to the extent that:
- the liability, loss, damage, cost or expense is contributed to by any breach of this *Contract* by the *Client* or negligent or unlawful act or omission of the *Client* or its officers, employees, agents, other consultants or contractors, and/or

- b) the *Client* fails to act reasonably to mitigate the liability, loss, damage, cost or expense.

3.30.3 Clauses 3.30.1 and 3.30.2 do not exclude any other right of the *Client* at law.

3.31 LIMITATION OF LIABILITY

3.31.1 The liability of the *Consultant* to the *Client* arising under or in connection with this Contract including:

- a) in tort (including for negligence);
- b) under statute; or
- c) otherwise,

to the extent permitted by law, is limited in the aggregate to the amount specified in *Item 24* if any.

3.31.2 Clause 3.31.1 does not apply to liability arising from:

- a) personal injury (including psychological injury) or death;
- b) infringement of *Intellectual Property Rights*;
- c) fraudulent, malicious or criminal conduct;
- d) wilful default;
- e) conduct with reckless disregard for the consequences;

of or by the *Consultant* or its officers, employees, agents, sub consultants and subcontractors.

3.32 INSURANCE

3.32.1 Except if the *Client* has agreed to effect relevant insurance under clause 3.32.7, the *Consultant* must effect and maintain the following insurances:

- a) public liability insurance;
- b) workers' compensation insurance; and
- c) professional indemnity insurance.

3.32.2 The public liability insurance must be for an amount not less than that set out in *Item 25* and must be maintained for the entire duration of this Contract.

3.32.3 The workers' compensation insurance must be effected and maintained in accordance with the applicable Australian, State or Territory legislation.

3.32.4 The professional indemnity insurance must be for an amount not less than that set out in *Item 26* and must be maintained for not less than the period set out in *Item 27*. The policy must include provision for one automatic reinstatement of the sum insured.

3.32.5 Before the *Consultant* commences work and whenever requested in writing by the *Client*, the *Consultant* must provide to the *Client* a certificate of currency in respect of each insurance policy required under clause 3.32.1, showing:

- a) the insurance policy numbers;
- b) the expiry date of each policy; and
- c) the amount of insurance cover required to be held under this *Contract*.

3.32.6 Without limiting the *Consultant's* other obligations under this Contract, if the *Consultant* fails to promptly provide evidence when required under clause 3.32.5, the *Client* may give the *Consultant* a written notice requiring the *Consultant* to provide the evidence required within a specified period of not less than 5 Business Days from when the notice is served and specifying the *Client's* intent to exercise its rights under this clause 3.32.6 if the *Consultant* does not comply. If the *Consultant* does not comply, the *Client* may effect and maintain the insurance, pay the premiums and deduct these payments from moneys due or to become due to the *Consultant* from the *Client* or otherwise treat the failure as a breach of contract.

3.32.7 The *Client* must effect and maintain the insurances (if any) specified in *Item 28*. Each policy must name the *Consultant* as an insured. The *Client* must maintain the insurances for not less than the period set out in *Item 28*. The *Client* must provide a copy of the policies and certificates of currency to the *Consultant* before the *Consultant* is required to commence the *Services*.

3.33 INSOLVENCY

3.33.1 Either party may terminate this *Contract* without notice if the other party is subject to an *Insolvency Event*. This right is in addition to any other rights under this *Contract*.

3.33.2 Insolvency Event means:

- a) a party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the *Contract*;
- b) execution is levied against a party by a creditor;
- c) a party is an individual person or a partnership including an individual person, and if that person:
 - i) commits an act of bankruptcy;
 - ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
 - iii) is made bankrupt;
 - iv) makes a proposal for a scheme of arrangement or a composition; or
 - v) has a deed of assignment or deed of arrangement made,
 - vi) accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966* (Cth) or like provision under the law governing the *Contract*;

or

- d) in relation to a party being a corporation:
 - i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
 - ii) it enters a deed of company arrangement with creditors;
 - iii) a controller or administrator is appointed;
 - iv) an application is made to a court for its winding up and not stayed within 14 days;
 - v) a winding up order is made in respect of it;
 - vi) it resolves by special resolution that it be wound up voluntarily (other than a voluntary winding up by members for the purpose of reconstruction or amalgamation); or
 - vii) a mortgagee of any of its property takes possession of that property.

3.34 DISPUTE RESOLUTION

3.34.1 If a dispute between the parties arises in connection with this *Contract*, then either party may give the other party a written notice of the dispute in accordance with clause 3.35, adequately identifying and providing details of the dispute.

3.34.2 Notwithstanding the existence of a dispute in relation to any matter other than the exercise of a right to terminate this *Contract*, the parties must continue to perform the *Contract* unless permitted to suspend performance under clauses 3.12.8, 3.26, 3.27 or 3.29.

3.34.3 Within 10 Business Days after service of a notice of dispute, the parties must confer at least once to resolve the dispute or to agree on methods of doing so. Each party must be represented by a person having authority to agree to such resolution or methods of resolution. All conferences under this clause 3.34.3 must be conducted in good faith and without prejudice.

3.34.4 If the dispute has not been resolved within 20 Business Days of service of the notice of dispute, either party may commence legal proceedings or, if agreed in writing by the parties, commence alternative dispute resolution proceedings.

3.34.5 SERVICE OF NOTICES

3.34.6 Subject to clause 35.2, notices under this *Contract* must be served:

a) by hand, mail, fax or email, at the address, fax number or email address, set out in *Item 29*, or, if notice of a change in address, fax number or email address is given, at the last such notified address, fax number or email address;

b) by such other means as the parties agree in writing.

3.34.7 Any Document given under clauses 3.26, 3.27, 3.28, 3.29, 3.33 or 3.34 must be served by hand or registered mail.

3.34.8 A Document is served:

a) by mail, 3 *Business Days* after posting;

b) by fax, when the sender receives an error-free transmission report from the correct fax number;

c) by email or other electronic means, when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.

3.34.9 Any notice served after 5pm on any *Business Day* or on a weekend or a public holiday is deemed to be served on the next *Business Day*.

3.35 SURVIVAL OF TERMINATION

Clauses 3.12, 3.23, 3.24, 3.25, 3.27, 3.30, 3.31, 3.32, 3.34, 3.35 and 3.37 will survive the completion or earlier termination of this *Contract*.

3.36 GOVERNING LAW

The law governing this *Contract* and its interpretation is the law of the State or Territory stated in *Item 30* or, if the State or Territory is not stated, the law of the State or Territory where the Services are to be substantially performed and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in that State or Territory.

3.37 STANDARD FORM NATURE OF CONTRACT

Apart from completed Annexures Part A and Part C, this *Contract* is AS 4122—2010 in its original form, unless *Item 31* specifies otherwise, in which case Annexure Part B states the amendments.

Part A

Annexure to the Australian Standard General Conditions of Contract for
Consultants AS 4122—2010

The parties are encouraged to review AS 4121—1994, Code of ethics and procedures for the selection of consultants, prior to completing Annexure Part A.

3.38 PARTICULARS OF CONTRACT

<i>Item 1</i> (clause 3.3.1)	The <i>Client</i> is	Town of Victoria Park of 99 Shepperton Road Victoria Park WA 6100 ABN 77 284 859 739
<i>Item 2</i> (clause 3.3.1)	The <i>Consultant</i> is:	TBC in letter of award of ABN
<i>Item 3</i> (clause 3.3.1)	The <i>Contract Documents</i> are: Guidance Note: Insert any other relevant <i>Documents</i> forming this <i>Contract</i> .	1. This RFP TVP/21/07 document 2. Any Addendum and clarifications (if issued) 3. The Response of successful Respondent. 4. Letter of Award
<i>Item 4</i> (clause 3.3.1)	The <i>Scope</i> is described in the following <i>Documents</i> , or the <i>Scope</i> is: Guidance Note: The <i>Scope</i> is intended to describe the <i>Scope</i> of the <i>Services</i> that are required to be performed and their relationship to the project being undertaken by the <i>Client</i> . Either identify the <i>Documents</i> that describe the <i>Scope</i> or include a statement of the <i>Scope</i> in this <i>Item</i> .	Refer to this RFP TVP/21/07, which details Scope of Works in Part 2 Specification.
<i>Item 5</i> (clause 3.7.1)	The purpose(s) for which the <i>Services</i> will be suitable is/are:	As defined in the Scope of Works detailed in this RFP TVP/21/07.
<i>Item 6</i> (clause 3.8.1)	The <i>Client's</i> representative is:	TBC
<i>Item 7</i> (clause 3.8.2)	The <i>Consultant's</i> representative is:	TBC
<i>Item 8</i> (clause 3.12.1)	Claims for payment must be made on the following basis:	Hourly Fee: \$250 GST inclusive No

<i>Item 9</i> (clause 3.12.2)	Disbursements for which the Consultant may claim payment:	Nil	
<i>Item 10</i> (clause 3.12.3)	Time to claim payment is no later than:	Nil	
<i>Item 11</i> (clause 3.12.6)	The time for payment is no later than:	Within 30 calendar days of date of Claim.	<i>Business Days</i> after receipt of a claim for payment or if nothing is stated 30 calendar days after service of a payment claim.
<i>Item 12</i> (clause 3.12.9)	The rate of interest for overdue payment is:	Not applicable	
<i>Item 13</i> (clause 3.14.1)			As advised and agreed with the Principal.
<i>Item 14</i> (clause 3.14.3 c)	Other causes of delay for which the Consultant may notify an extension of time:	Nil	
<i>Item 15</i> (clause 3.15.2)	The <i>Approvals</i> to be obtained by the Consultant are:	If any, stated in Scope document	
<i>Item 16</i> (clause 3.20)	The key personnel are:	TBC	Role to be performed:
<i>Item 17</i> (clause 3.21.2)	Existing conflicts of interest:		
<i>Item 18</i> (clause 3.23.3)	Copyright and other <i>Intellectual Property Rights</i> , the Alternative that applies is: Alternative 1 applies.	Alternative 1 applies	

<i>Item 19</i> (clause 3.23.3 Alternative 2)	List excluded <i>Intellectual Property Rights</i> :	Nil						
<i>Item 20</i> (clause 3.23.3, Alternative 2)	The additional amount payable to the <i>Consultant</i> for granting of <i>Intellectual Property Rights</i> to the <i>Client</i> is: Alternative 1	Not Applicable						
<i>Item 21</i> (clause 3.24.1)	Does clause 22 (<i>Moral Rights</i>) apply?	Yes <u>No</u> (strike through as relevant.)						
<i>Item 22</i> (clause 3.25.1)	The following <i>Documents</i> are confidential:	All documents and correspondence with <i>Consultant</i> are confidential, unless otherwise explicitly stated by <i>Client</i> .						
<i>Item 23</i> (clause 24.4)	Maximum period for which <i>Client</i> may suspend the <i>Services</i> at any one time, after which the <i>Consultant</i> may terminate:	Not applicable.						
<i>Item 24</i> (clause 29.1)	The <i>Consultant's</i> liability is limited to:	As per Relevant Insurance Caps						
<i>Item 25</i> (clause 30.2)	The amount of public liability insurance is:	Not less than twenty million dollars (\$20,000,000).						
<i>Item 26</i> (clause 30.4)	The amount of the professional indemnity insurance is:	Not less than five million dollars (\$5,000,000)						
<i>Item 27</i> (clause 30.4)	The professional indemnity insurance must be maintained for the following period:	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the later.						
Item 28 (clause 30.7)	The <i>Client</i> must effect the following insurances and maintain them for the following periods:	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">Insurance:</td> <td style="width: 50%; vertical-align: top;">Period:</td> </tr> <tr> <td style="vertical-align: top;">Public liability insurance</td> <td style="vertical-align: top;">For the duration of project, or the engagement of <i>Consultant</i>, whichever is the later.</td> </tr> <tr> <td style="vertical-align: top;">Professional indemnity insurance</td> <td></td> </tr> </table>	Insurance:	Period:	Public liability insurance	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the later.	Professional indemnity insurance	
Insurance:	Period:							
Public liability insurance	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the later.							
Professional indemnity insurance								
<i>Item 29</i> (clause 33.1)	The address for the service of notices is:	<p>Client: Town of Victoria Park 99 Shepperton Road VICTORIA PARK WA 6100</p> <p>Consultant: TBC</p>						
<i>Item 30</i> (clause 35)	The law governing this <i>Contract</i> is:	<p>Western Australia.</p> <p>If nothing is stated, the state or territory where the <i>Services</i> are to be substantially performed.</p>						
<i>Item 31</i>	Has this <i>Contract</i> been amended from its original form?	Yes No						

Part B

Annexure to the Australian Standard General Conditions of Contract for
Consultants AS 4122—2010

DELETIONS, AMENDMENTS AND ADDITIONS

The following clauses have been added to those of AS 4122—2010

3.39 SPECIAL CONDITIONS OF CONTRACT

3.39.1 Security

The Contractor shall, when attending the Principal's premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including the Principal's smoke free workplace policy) and safety and security in effect for those premises or in regard to those facilities, as notified by the Principal.

3.39.2 Working Hours

Not applicable.

3.39.3 Contractor Performance Records

- i) The Principal will maintain appropriate records monitoring Contractor performance and shall call upon a Contractor to explain any instances of unsatisfactory performance.
- ii) Unsatisfactory performance includes, but is not limited to, late delivery against an accepted project requirement or frequent rejection of project requirements.
- iii) In severe cases, unsatisfactory performance will lead to termination of the Contract in addition to any other remedies available to the Principal under the General Conditions of Contract for these requirements.

3.39.4 Rights and Remedies

The rights and remedies conferred by the Contract on the Principal including without limitation any right to terminate the Contract, shall be in addition to and cumulative upon any rights and remedies they may have under the general law.

Limited Liability

In the event of any breach of this contract by the Principal the remedies of the Contractor shall be limited to damages. Under no circumstances shall the liability of the Principal exceed the price of the requirements.

3.39.5 Disability Access and Inclusion Plan (DAIP)

It is a requirement of the Disability Services Act that public authorities must take all practical measures to ensure that all people with disabilities have opportunities to access all buildings, facilities, events and receive a high level and quality of service from all of the Principal's officers, employees, agents and contractors.

Undertaking activities consistent with the Principal's DAIP applies at the broadest level, that is, the focus is upon broadly supporting the DAIP's six desired outcomes. It does not necessarily mean that agents and contractors will be involved in implementing every strategy outlined in the local government's DAIP.

The Act (schedule 3 of the Disability Services Regulations 2004) specifies six (6) desired outcomes:

- i) People with disabilities have the same opportunities as other people to access services and events.
- ii) People with disabilities have the same opportunities as other people to access buildings and other facilities.

- iii) People with disabilities receive information in a format that will enable them to access information as readily as other people are able to access it.
- iv) People with disabilities receive the same level and quality of service from staff as other people receive.
- v) People with disabilities have the same opportunities as other people to make complaints.
- vi) People with disabilities have the same opportunities as other people to participate in any public consultation.

If the Contract involves the supply of Services to the public, then the successful Contractor will:

- vii) to the extent practicable, implement the Principal's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993.

Details of the Principal's DAIP can be accessed at www.vicpark.wa.gov.au. Details of the Disability Services Act can be accessed through the State Law Publisher at www.slp.wa.gov.au.

NOTE: Annually and at the conclusion of the Contract there is a strict requirement that the contractor must supply information on how they abided by the DAIP as outlined in "A guide to Disability Access and Inclusion Plans (DAIPs) for Local Government contractors".

3.39.6 Subletting

The Contractor shall not assign or sublet the Contract or any part thereof, without the written consent of the Contract Principal.

In circumstances not caused by wilful delay where the Contractor is unable to complete the necessary service in the time required, the Principal reserves the right to use additional Contractors to carry out the necessary works in the time required.

3.39.7 Terms of Payment

Tax Invoices should be submitted at the end of each calendar month. Payment for will be authorised when all works have been completed to the satisfaction of the Principal.

Payment will be Nett thirty (30) days from the receipt of a compliant Tax Invoice. Prices are fixed.

3.39.8 Housekeeping

All workplaces will be kept in a clean and tidy condition.

3.39.9 Practical Jokes

Practical jokes and skylarking are totally forbidden and failure to comply with this provision may result in the offender's employee from participating in any work associated with fulfilment of the contract.

3.39.10 Intoxicating Liquor and Drugs

Neither the Contractor nor any employee or agent of the Contractor will be permitted to enter a site under the influence of or in possession of any intoxicating liquor, drugs or illegal substance or under the influence of the same.

4 RESPONDENT'S OFFER

4.1 FORM OF RESPONSE

The Chief Executive Officer
Town of Victoria Park
99 Shepperton Rd
VICTORIA PARK WA 6101

I/We (Company Name): _____
(Block Letters)

Trading Name: _____

of: _____
(Registered Street Address)

Suburb: _____ State: _____ Post Code: _____

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFP: TVP/21/07 - Design Review Panel

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Responding contained in this Request signed and completed.

The submitted Offer is valid up to ninety (90) calendar days from the date of the Response closing or forty-five (45) days from the Council's resolution for determining the Response, whichever is the later unless extended on mutual agreement between the Principal and the Respondent in writing.

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

I/We agree and accept the proposed fixed consideration as provided under Clause 1.23 and Clause 2.6 of this Request.

Dated this the _____ day of _____ 2021

Signature of authorised person: _____

Name of authorised signatory (BLOCK LETTERS): Mr. Mrs. Ms. Please tick one.

First Name: _____ Surname: _____

Position: _____ Telephone No: _____

Authorised Signatory Postal Address: _____

Email Address: _____

4.2 COMPLIANCE CRITERIA

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

Please select with a yes or no whether you have complied with the following compliance criteria. Supply details where possible in attachments labelled with the appropriate headings. These criteria will not be point scored. Each Response will be assessed on a Yes / No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Response from consideration.

4.2.1 COMPLIANCE CRITERIA QUESTIONNAIRE

1) Compliance with Conditions of Responding

Description of Compliance Criteria			Yes / No
i. Compliance with the Conditions of Responding and the requirements of the General Conditions of Contract as provided in Part 3 of this Request. If "NO", please provide further details in the below table provided			
Clause No	Contract Condition	Reason/Comments	
ii. Compliance with the Specifications as provided in Part 2 of this Request.			
iii. Completion of Part 4 - Respondent's Offer, inclusive of acceptance of proposed fixed consideration as provided in Clause 1.23 and Clause 2.6 of this Request.			

2) Organisational Profile

Attach a copy of your organisation structure and provide background information on your company and label it “ Organisation Structure ”. (No more than 10 pages)	“Organisation Structure”	Tick✓if attached <input type="checkbox"/>
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it “ ASIC Extract ”.	“ASIC Extract”	Tick✓if attached <input type="checkbox"/>
Are you acting as an agent for another party? If Yes , attach details (including name and address) of your principal.	“Agency”	Tick✓if attached <input type="checkbox"/>
Are you acting as a trustee of a trust? If Yes , give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries	“Trust Deed”	Tick✓if attached <input type="checkbox"/>
Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes , please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.	“Conflict”	Tick✓if attached <input type="checkbox"/>

3) Referees

Attach details of your referees, and label it “Referees” . Your response should contain at least 3 written references advising on the performance standards of previous projects undertaken, or the names of at least 3 referees who can advise on the performance standards of previous projects undertaken.	“Referees”	Tick✓if attached <input type="checkbox"/>
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4) Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	“Sub-contractors”	Tick✓if attached <input type="checkbox"/>

5) Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
Attach a financial profile for you and each of the other proposed contracting entities together with a list of financial referees and label it “Financial Profile” .	“Financial Profile”	Tick✓if attached <input type="checkbox"/>

6) Insurance Coverage

The insurance requirements for this Request are stipulated in the Special Conditions. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage” . A copy of the Certificate of Currency is to be provided to the Principal within 7 days of acceptance.			“Insurance Coverage”	Tick✓if attached <input type="checkbox"/>
Type	Insurer - Broker	Policy No.	Value (\$)	Expiry Date
Public & Product Liability				
Worker’s Compensation				
Professional Indemnity				
Other (Specify)				

4.3 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Respondent's shall note the following:

- i) All information relevant to your answers to each criterion is to be contained within your Response;
- ii) Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- iii) Respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- iv) Respondents are to address each issue outlined within a qualitative criterion.

<p>Local Knowledge of the Town of Victoria Park</p> <p>Respondents must address the following information in an attachment and label it “Local Knowledge of the Town of Victoria Park”:</p> <ul style="list-style-type: none"> • Demonstrated knowledge of the existing character of the Town; and • Demonstrated understanding of the relevant planning and development issues within the Town. 	<p>15%</p> <p>Tick if Attached <input type="checkbox"/></p>
<p>Experience in Design Review</p> <p>Respondents must provide the following information in an attachment and label it “Experience in Design Review”:</p> <ul style="list-style-type: none"> • Demonstrated professional experience in undertaking design review; and • Examples (no more than 3) of specific design issues that have raised in design review, and the resulting benefits for the project. 	<p>40%</p> <p>Tick if Attached <input type="checkbox"/></p>
<p>Experience in New Developments and Planning</p> <p>Respondents must provide the following information in an attachment and label it “Experience in New Developments and Planning”:</p> <ul style="list-style-type: none"> • Demonstrated professional experience in the design and delivery of significant developments, projects and planning proposals. • Demonstrated understanding of planning and development application processes. 	<p>20%</p> <p>Tick if Attached <input type="checkbox"/></p>
<p>Skills and Experience in Nominated Fields</p> <p>Respondents must address the following information in an attachment and label it “Skills and Experience in Nominated Fields”:</p> <ul style="list-style-type: none"> • Demonstrated high level of expertise and knowledge in one of the following fields: <ol style="list-style-type: none"> a) architecture b) urban design c) landscape architecture d) sustainability and/or building servicing. <p>Respondents must clearly indicate the specific field(s) they are proposing themselves as members for.</p> <ul style="list-style-type: none"> • Ability to work in a multidisciplinary team. • Curriculum Vitae. 	<p>25%</p> <p>Tick if Attached <input type="checkbox"/></p>

<ul style="list-style-type: none">• Current registration with relevant professional body is desirable.• Any other relevant information.	
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Company Name: _____

Address: _____

Signature: _____

Full Name of Respondent (Block Letters): _____