



Request for Tender Project Title (RFT)	EMRC Strategic Review
Contract Description	Provision of a strategic review to assist EMRC to define, develop and implement a vision delivering sustainable, ecologically responsible and quality services to the community.
Request Number	RFT2019-005
Closing Date	31 January 2020
Non-Mandatory Briefing / Site Inspection	Not Applicable
Tender Submission	<p>Online via: www.tenderlink.com/emrc</p> <p><i>Tenders will not be accepted by email, facsimile, hand delivery, Australia Post or courier.</i></p>

REQUEST FOR TENDER

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Eastern Metropolitan Regional Council (EMRC) intends to procure consultancy services to conduct a Strategic Review of the EMRC to consider, given the changing operating environment, how the EMRC can continue to deliver on its mission over the medium and long term in delivering waste avoidance, resource recovery, landfill and other services to its member councils and their communities.

The objective of this assignment is to complete a strategic and organisational review of the EMRC and the development of a framework for improved effectiveness and efficiency in delivering the EMRC core services to the community.

Total duration of the project is approximately 6-8 months excluding actual delivery of the stakeholder engagement plan.

The EMRC now invites Consultants with the relevant experience and expertise to submit a response to this Request for Tender indicating qualifications and experience required to provide this consultancy service.

A full statement of the goods/services required under the proposed contract appears in the Scope of Supply - Part 3.

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1 - Principal's Request (read and keep this part);
- (b) Part 2 - Conditions of Tender (read and keep this part);
- (c) Part 3 - Specification and Scope of Supply (read and keep this part);
- (d) Part 4 - Tenderer's Offer (complete and return this part); and
- (e) Part 5 - General Conditions of Contract and Contract Departures (if required complete and return this section)

1.3 DEFINITIONS

Attachments:	The documents you attach as part of your Tender.
Deadline:	The deadline for lodgement of your Tender is the Closing Date stipulated at the front page of this RFT document.
General Conditions of Contract:	Means the General Conditions of Contract nominated in section 2.9 Part 2 of this RFT.
Offer:	Your offer to be selected to supply the Requirements.
Principal:	The Eastern Metropolitan Regional Council (EMRC).
Request:	This RFT document.

Requirements:	The goods/services requested by the Principal as detailed in Part 3 of this RFT.
RFT	Request for Tender.
Selection Criteria:	The criteria outlined in section 1.9 used by the Principal in evaluating your Tender.
Specification:	The statement of Requirements the Principal request you to provide if selected.
Tender:	Your completed Offer form, response to the Selection Criteria and Attachments as detailed in Part 4 of this RFT.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Attendance at the Mandatory or Non Mandatory site inspection (if applicable).
- (c) Ensure you understand the Requirements (see Part 3).
- (d) Complete the Offer (Part 4) in all respects and attach all your Attachments.
It is mandatory to provide responses to all the requirements stated in the Qualitative Criteria in section 4.3.2 to ensure your Offer is evaluated accordingly.
- (e) Make sure you have signed the Offer form and responded to all of the Selection Criteria.
- (f) Lodge your Tender before the Deadline.

1.5 INFORMATION AND COMMUNICATION

Tenderers should not rely on any information provided by any source other than those listed below:

- Within this Request for Tender and associated attachments;
- Clarifications through the online portal at www.tenderlink.com/emrc.

Tenderers are to request clarifications through the online portal. If a clarification is considered to be commercially sensitive TenderLink provides the opportunity for Tenderers to mark a question(s) as sensitive/private which will ensure delivery of the question only to the Principal. The Principal will assess the nature of the question and determine its sensitivity and if deemed sensitive in nature will provide a confidential response otherwise will provide the Tenderer the opportunity to withdraw their question or accept a response released to all Tenderers.

1.6 PRE QUALIFICATION REQUIREMENTS

(This section is not applicable for this tender.)

1.7 TENDER BRIEFING / SITE INSPECTION

(This section is not applicable for this tender.)

1.8 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- (b) The Selection Criteria are considered in assessing the Tenders received to determine an overall assessment of the tender that will provide the most advantageous outcome to the Principal.
- (c) One or more Tenderers may be short listed and may also be required to clarify the Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may be contacted prior to the selection of a preferred Tenderer or Tenderers.
- (d) Negotiations may be undertaken with the preferred Tenderer/s regarding any aspect of the Request, the Tender, and/or the Contract.

The Tender may then be awarded to the Tenderer that in the Principal's view represents the most advantageous outcome to the Principal.

The successful Tenderer will be issued with a Letter of Award, which will form the contract, on completion of the evaluation process.

1.9 SELECTION CRITERIA

The Principal has adopted a most advantageous to the Principal approach to this Tender.

The Contract may be awarded to a Tenderer who demonstrates the ability to provide quality products or services at a competitive price and provide the most advantageous outcome to the Principal.

The tendered prices will be assessed together with an evaluation of the following qualitative and compliance criteria to assist in determining the Tender that will provide the most advantageous outcome to the Principal.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria, nor will the Tender ranked with the highest overall score from the evaluation.

In assessing Tenders all information requested in this Request, and any additional information available to the Principal or provided by a Tenderer, in response to this Request, will be taken into account. However, it remains solely up to the Principal to determine suitability and fit of the proponent.

When assessing the most advantageous outcome the Principal will take into account the evaluation of the specific qualitative criteria and may in addition to the evaluation of the specific qualitative criteria consider other operational factors, including the possible effect on competition of awarding the Contract to a particular Tenderer, the lifetime operating costs of goods or services to be supplied, the Principal's contract management costs, and the Principal's requirements to maintain commercial confidentiality of its processes and procedures.

1.9.1 COMPLIANCE CRITERIA

These criteria will not be point scored. Each Tender 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 Tender from consideration.

Description of Compliance Criteria	Yes/No
(a) Compliance and completeness in completing Part 4, in particular the Offer Form in section 4.1 and Qualitative Criteria in section 4.3.2 -, contained in this RFT.	Yes/No
(b) Compliance with the Conditions of Tendering for this Request.	Yes/No
(c) Compliance with the RFT closing date.	Yes/No
(d) Compliance with and completion of the Price Schedule	Yes/No

1.9.2 QUALITATIVE CRITERIA

In assessing the Tenders as to how advantageous or otherwise that they may be to the Principal, the Principal will assess each Tenderer against the qualitative criteria.

It is essential that Tenderers address each qualitative criterion. The Tenders will be used to select the chosen Tenderer, and failure to provide the specified information may result in elimination from the Tender evaluation process.

The qualitative criteria for this Request are as follows:

Description of Qualitative Criteria	Weighting
(a) Previous experience in providing similar services within the waste avoidance and resource recovery and waste management industry	20%
(b) Proposed Methodology and Implementation Plan	25%
(c) Scenario modelling and forecasting	25%
(d) Relevant Experience and Qualification of Personnel	10%

1.9.3 PRICE CONSIDERATIONS

Criteria	Weighting
Tendered prices	20%

1.10 LOCAL GOVERNMENT POLICIES THAT MAY AFFECT SELECTION

(This section is not applicable for this tender.)

1.11 PRICE BASIS

All prices for goods/services offered under this Request shall be fixed for the term of the Contract.

Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

2 CONDITIONS OF TENDERING

2.1 DELIVERY METHOD ELECTRONIC

Submissions are lodged in the Electronic Tender Boxes at www.tenderlink.com/emrc by the time and date nominated on the front cover of this Request.

Tender submissions will not be accepted by email, facsimile, hand delivery, Australia Post or courier.

2.2 LODGEMENT OF TENDERS

The Tender must be lodged by the Deadline. The Deadline for this Request is the closing date and time shown on the front cover of this Request.

The Tender must be submitted on line via www.tenderlink.com/emrc

2.3 REJECTION OF TENDERS

A Tender shall be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

2.4 LATE TENDERS

Tenders received after the Deadline will not be accepted for evaluation.

2.5 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders 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 Tender and may reject any or all Tenders submitted.

2.6 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 Tenderers will be given particulars of the successful Tenderer (s) or advising that no Tender was accepted.

2.7 ALTERNATIVE TENDERS

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract and must in all cases arising be clearly marked "ALTERNATIVE TENDER".

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

Any Contractor's "General Conditions of Contract" or Terms and Conditions of Sales included in the Tenderer's letter or quotation or Tender submission will not be binding on the Principal in the event of a Contract being awarded.

2.8 TENDER VALIDITY PERIOD

All Tenders shall remain valid and open for acceptance for a minimum period of three (3) months from the Deadline or forty-five (45) days from the Council's resolution for determining the tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

2.9 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate general conditions of contract substantially in the form of the General Services Consultant Contract enclosed with this Request.

2.10 PRECEDENCE OF DOCUMENTS

In the event of 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 shall have precedence.

2.11 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (d) acknowledged the Principal will not be liable for payment to Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing this Offer.: and
- (e) acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith.

2.12 ALTERATIONS

The Tenderer shall not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

2.13 RISK ASSESSMENT

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 this tender and will be treated as strictly confidential. We require your agreement to assist in the assessment process.

The Tenderer agrees that it will co-operate with an independent financial assessor during the financial assessments process.

2.14 ENVIRONMENTAL PROTECTION

(This section is not applicable for this tender).

2.15 OWNERSHIP OF TENDERS

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

2.16 CANVASSING OF EMPLOYEES AND COUNCILLORS

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's employees, commissioners or councillors (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tender, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tender from consideration.

2.17 IDENTITY OF THE TENDERER

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

2.18 TENDER OPENING

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Principal's offices, following the advertised Deadline. No discussions will be entered into between Tenderers' and the Principal's officers.

3 SCOPE OF SUPPLY

3.1 INTRODUCTION

- 3.1.1 The Eastern Metropolitan Regional Council (EMRC), located at 226 Great Eastern Highway, Belmont 6104, is a progressive and innovative regional local government working on behalf of six member Councils located in Perth's eastern suburbs - Town of Bassendean, City of Bayswater, City of Belmont, City of Kalamunda, Shire of Mundaring and City of Swan.
- 3.1.2 The EMRC provides services in waste management, environmental management and regional development, EMRC is a model of successful collaboration that has initiated projects delivering real benefits to the region.
- 3.1.3 The EMRC operates out of 3 Sites namely; The Ascot Place Administration Centre, the Red Hill Waste Management Facility and the Hazelmere Resource Recovery Park and two remote transfer stations.
- 3.1.4 The intent of this document is to define the Scope of Supply to be performed by the Consultant.
- 3.1.5 The Chief Executive Officer ~~or delegate~~ is the EMRC's Principal Representative responsible for ensuring the Consultant delivery of the agreed expected outcomes.

3.2 PRINCIPAL'S REQUIREMENTS

The Principal requires the service of a Consultant to provide labour, processes, expertise, experience, market knowledge and quality leadership to conduct a strategic review of EMRC business to define, develop and implement a vision delivering sustainable, ecological responsible and quality services to the community ("**Service**").

3.3 DEFINITION

Term and Acronym	Definition
C&D	Construction and Demolition
C&I	Commercial and Industrial
Principal	Eastern Metropolitan Regional Council (EMRC)
MFA	Material Flow Analysis
MSW	Municipal Solid Waste
Site	<p>Comprises of the following locations:</p> <ul style="list-style-type: none"> • Ascot Place Administration Centre, 226 Great Eastern Highway, Belmont 6104. • Red Hill Waste Management Facility, 1094 Toodyay Road, Red Hill 6056 • Hazelmere Resource Recovery Park, 77 Lakes Road, Hazelmere 6055 • Coppin Road Transfer Station, Coppin Road, Mundaring 6073 • Mathieson Road Transfer Station, Mathieson Road, Chidlow 6556 • Other EMRC operated sites as they may arise.

3.4 SCOPE OF WORK

The Consultant shall provide suitably competent, qualified and experienced personnel to undertake the following activities:

3.4.1 Regional Market Assessment

Conduct a desktop research exercise to understand the following:

- a. The Principal's current Establishment Agreement and previous strategic plans and actions achieved to synthesise all the relevant information, in particular progress of WA alignment to the Waste Avoidance and Resource Recovery Strategy 2030 Action Plan and industry/community response to the strategy.
- b. Develop a scoping document of the current and future policy landscape with an explanation of current and future regulations to support projects.
- c. An estimated future growth forecast (20 year) by volume and composition of different feedstocks.
- d. MFA for MSW, but where possible, C&I and C&D waste to understand source, process and destination material flows.
- e. Identify and provide details of known opportunities of material offtake and timing within the region.
- f. Number, location, size, ownership, estimated volumes, age of plant / start year of facilities within the region.
- g. Document and describe key market drivers and broad economic principles.
- h. Succinct summary of offtake markets e.g. typical prices and terms, various offtake contracting structures with examples of operating projects.
- i. Articulate the principle risks to the sector and discuss future scenarios. For example, including but not limited to, key risk summary of feedstock reliability, terms and conditions of feedstock supply (incl. typical years), typical order of cost, community acceptance etc.
- j. Assessment of competitors of the waste in respective segments, asset register, market share, volume, tenure if known and ownership structure.

3.4.2 Circular economy horizon scan and Opportunities Analysis

- a. Based on outcomes of the regional market assessment, identify and categorise the feasibility of opportunities to become more circular. Things to consider for example are different business models, approaches to procurement and applications of different circular economy principles. This is expected to take the form of:
 - i. Initial stakeholder workshop(s);
 - ii. A high-level identification of different opportunities in waste, water, energy and transport;
 - iii. An outline of only the concepts the Principal can directly control or influence; and
 - iv. A high-level assessment on the viability and impact for each of these concepts.
- b. Engage with internal stakeholders across the Principal, member Councils, other Local Government and State Government departments to communicate the opportunities of a circular economy.
- c. Identification of the sectors or departments to focus upon.
- d. Provide an initial estimate of the economic benefits and opportunities in relation to a circular economy within the region.

3.4.3 Scenario Modelling and Options Analysis

- a. Develop a resource flow and cost model to understand the current baseline position and the interface between current live projects.
- b. Identify and model an agreed number of alternative scenarios for the remaining available material.
- c. Longlisting of options. This will be a broad review describing the option, technology or solution and associated advantages and risks, setting out examples of where it has been successful within other jurisdictions within a similar regulatory environment. The output of the longlisting exercise should be a high-level briefing note presented in the form of a multi criteria analysis.
- d. A shortlisting exercise from choices selected from the longlisting. This phase will require a more detailed review including identification of demonstrated examples of projects using similar feedstocks and at similar scales and should also include provision of high-level financial assessment of the options.
- e. For each option there will need to be consideration of feedstock availability and composition, reference projects/facilities or case studies, performance, a financial summary, indication of typical programmes and development of risk and opportunity matrix.

3.4.4 Vision Setting, Strategy and Implementation Plan

Working with the Principal, the Consultant will be required to:

- a. Facilitate workshop(s) with key stakeholders to define a clear vision and future focus areas.
- b. Prepare a clear and concise regional resource and education strategy document which sets out where we are now, where we want to go and how we are going to get there.
- c. Prepare a detailed implementation plan that clearly sets out as a minimum key actions and initiatives, roles and responsibilities, programmes, gateways and milestones and the approach to monitoring success and performance.
- d. Optimisation plan for existing sites.

3.4.5 Stakeholder Engagement

Working with the Principal, the Consultant will be required to:

- a. Undertake a stakeholder mapping exercise and characterise stakeholders.
- b. Develop a stakeholder engagement plan and propose a cross-organisational approach to stakeholder consultation in conjunction with the Principal leadership team.
- c. Deliver the proposed stakeholder engagement plan (probably separate commission).

3.4.6 ~~Governance~~ Establishment Agreement ~~governance and Risk~~ Model

Working with the Principal, the Consultant will be required to:

- a. Review the current governance model of the Principal and its Establishment Agreement.
- ~~b.~~ Develop an overview of relevant alternative governance models.
- ~~b-c.~~ Develop a detailed risk assessment and scenario modelling on the current and future membership, -and- composition and participation of the Principal.

3.4.7 Service Provision.

Working with the Principal, the Consultant will be required to:

- a. Review the current service provision model and funding model of the Principal.
- b. Develop an overview of existing services and options to expand or withdraw a service.

3.5 KEY DELIVERABLES

The Consultant must provide a comprehensive report containing the following key deliverables within a timeframe to be agreed prior to commencement of the Service:

- a. Project inception report;
- b. Resource flow visualisations;
- c. Circular economy horizon scan report;
- d. Waste (Resource) and education strategy;
- e. Implementation plan;
- f. Workshop report;
- g. Stakeholder engagement plan;
- h. Governance options; **and**
- i. Service provision report;
- j. Prepare and deliver a Comprehensive draft report covering the entire scope of works and the key recommendations and/or findings; and
- k. Report and findings presented back to Council at the conclusion of the Strategic Review process.
- l. Assess the feedback
- i.m. Prepare a final report that includes the feedback and comments.

3.6 ACCOUNTABILITY AND MANAGEMENT

The Consultant will be expected to:

- a. Maintain regular contact with the Principal, responding to communications in a timely manner.
- b. Be flexible and responsive to the needs of the Principal as they arise.
- c. Be proactive in seeking clarification, information or guidance as required.

3.7 PROGRAMME

The total duration of this project is approximately 6-8 months excluding actual delivery of the stakeholder engagement plan.

3.8 INTELLECTUAL PROPERTY OWNERSHIP

All Intellectual Property Rights (other than the Consultant's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Consultant under the Contract will vest with the Principal. The Consultant must do everything necessary to perfect such vesting at the Consultant's cost or as otherwise agreed by the Parties.

4 TENDERER'S OFFER

4.1 OFFER FORM

The Chief Executive Officer
EMRC
1st Floor
226 Great Eastern Highway
Belmont WA 6104

I/We (block letters) _____

ADDRESS: _____

ABN / GST Status: _____

Telephone Number: _____ Fax: _____

Email (if any): _____

In response to RFT 2019- 005 EMRC Strategic Review:

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 Tendering contained in this Request signed and completed.

The tendered price is valid up to three (3) months from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

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

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this: _____ day of _____ 20 _____

Signature of authorised Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness (BLOCK LETTERS): _____

Position: _____

Address: _____

PART 4**COMPLETE AND RETURN THIS PART****4.2 GENERAL AND CORPORATE INFORMATION****4.2.1 ORGANISATION PROFILE AND REFEREES**

Attach your organisation profile and label it "Attachment 1".	Attachment 1 <input type="checkbox"/> Tick✓if attached
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it "Attachment 2".	Attachment 2 <input type="checkbox"/> Tick✓if attached
Attach details of your referees, and label it "Attachment 3". You should give examples of work provided for your referees where possible.	Attachment 3 <input type="checkbox"/> Tick✓if attached

4.2.2 AGENTS

Are you acting as an agent for another party?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details (including name and address) of your principal and label it "Attachment 4".	Attachment 4 <input type="checkbox"/> Tick✓if attached

4.2.3 TRUSTS

Are you acting as a trustee of a trust?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, in an attachment labelled "Attachment 5": (a) give the name of the trust and include a copy of the trust deed (and any related documents); and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	Attachment 5 <input type="checkbox"/> Tick✓if attached

4.2.4 SUB-CONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 6".	Attachment 6 <input type="checkbox"/> Tick✓if attached

PART 4**COMPLETE AND RETURN THIS PART****4.2.5 CONFLICTS OF INTEREST AND BUSINESS ETHICS**

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 is any such conflict of interest likely to arise during the Contract?	Yes / No
Has your company or any of its affiliates, or any current director, officer, or key employee has ever been debarred/suspended from doing business in any capacity, or convicted of charges of fraud, misrepresentation, corruption, bribery, money laundering or other related activities. If Yes please provide detail.	Yes / No
Does your organisation have a code of conduct or similar compliance and ethics related policy in place?	Yes / No
If Yes to the above questions, please supply in an attachment details of the above responses and label it "Attachment 7".	Attachment 7 <input type="checkbox"/> Tick✓if attached

4.2.6 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>
Attach a financial profile for you and each of the other proposed contracting entities together with a list of financial referees and label it "Attachment 8".	Attachment 8 <input type="checkbox"/> Tick✓if attached

4.2.7 CONTRACT CONDITIONS

Do you agree to the proposed General Conditions of the General Services Consultant Contract attached in Part 5 Appendix A. If No, please complete Contract Departures in Part 5 Appendix B, of any proposed changes/amendments.	Yes / No
Attach the Contract Departures Form of any proposed changes/amendments and label it "Attachment 9".	Attachment 9 <input type="checkbox"/> Tick✓if attached

4.2.8 QUALITY ASSURANCE

The quality assurance for this Tender is: ISO9001. Does your organisation have this or any quality assurance or quality	Yes <input type="checkbox"/>
--	------------------------------

PART 4 COMPLETE AND RETURN THIS PART

assurance systems?	No <input type="checkbox"/>
Please provide your Quality Assurance Plan (QAP) and supply details of your QAP and where relevant of your subcontractors, in an attachment labelled "Attachment 10".	Attachment 10 <input type="checkbox"/> Tick✓if attached

4.2.9 ENVIRONMENTAL PROTECTION

Not applicable for this RFT	Yes <input type="checkbox"/> No <input type="checkbox"/>
Not applicable for this RFT	Attachment 11 <input type="checkbox"/> Tick✓if attached

4.2.10 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the General Conditions of Contract for Minor Service Contract. The Tenderer is required to supply evidence of their insurance coverage in a format as outlined below in "Attachment 12". A copy of the Certificate of Currency must be provided to the Principal within 12 days of acceptance.	Attachment 12 <input type="checkbox"/> Tick✓if attached
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Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability Insurance				
Professional Indemnity Insurance				
Workers Compensation Insurance				

4.3 RESPONSE TO SELECTION CRITERIA

4.3.1 COMPLIANCE CRITERIA

Have you complied with the Offer Form in section 4.1 and section 4.3.2 Qualitative Criteria contained in the Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with the Conditions of Tendering contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you complying with the RFT closing date?	Yes <input type="checkbox"/> No <input type="checkbox"/>

PART 4

COMPLETE AND RETURN THIS PART

Have you complied with and completed the price schedule? Please note Tenderer is required to complete the price schedule as per the format provided in this RFT. Please <u>do not provide this in pdf format.</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>
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4.3.2 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Tenderers shall note the following:

- (a) **It is mandatory to provide responses to all the requirements stated in this section to ensure your Offer is evaluated accordingly. Please label each of your responses corresponding to the criteria requirements.**
- (b) All information relevant to your answers should be contained within your Tender to each criterion;
- (c) Tenderers shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;
- (d) Tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (e) Tenderers shall address each issue outlined within a qualitative criterion.

<p>A. Previous experience in providing similar services within the waste industry</p> <p>The Tenderer must provide details as applicable on their experience in conducting a strategic review for organisations of a similar size and industry and shall as a minimum address the following information and label it "Attachment 13":</p> <ul style="list-style-type: none"> (a) Provide an example of a strategic review programme provided to an organisation within the waste and resource recovery industry and it must include the following details: <ul style="list-style-type: none"> - scope of supply - resourcing - project plan - timeline of the activities - completion period in weeks for the project deliverables - stakeholder engagement - the final outcome from the project. <p>Due to confidentiality reasons the Tenderer is not required to disclose the name of the company.</p> (b) Provide details of challenges that arose for the project above, lessons learnt and how these were managed including if there was anything that the Tenderer could have done differently and why. (c) Provide details of data sources to support the strategy development and how the data was utilised. (d) Provide an example of the Tenderer's experience in identifying and facilitating the implementation of circular economy principles. <p>Supply details in an attachment and label it "Attachment 13":</p>	<p>Attachment 13 <input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>B. Proposed Methodology and Implementation Plan</p>	<p>Attachment 14 <input type="checkbox"/></p>

<p>The Tenderer must detail the process utilised to achieve the Requirements of the Scope of Supply. This shall as a minimum include the following information:</p> <ul style="list-style-type: none"> (a) The methodology employed and the reference documentation and research material/information supporting the process. (b) A detailed implementation plan and process to deliver this project which must include the capability and capacity, man hours and identify the personnel required for each phase of the project. (c) A project timeline for each phases of the project. (d) The proposed team for this project <p>Supply details in an attachment and label it "Attachment 14":</p>	<p>Tick✓if attached</p>
<p>C. Scenario modelling and forecasting</p> <p>Tenderer must provide details of the scenario modelling and forecasting process and methodology the Tenderer anticipates utilising for this project. Details provided must include the following:</p> <ul style="list-style-type: none"> (a) Source or reference points (b) Data source (c) Applicable tools and resources (d) Rules applicable (e) Provide the list of major dependency to ensure a higher level of success <p>Supply details in an attachment and label it "Attachment 15":</p>	<p>Attachment 15 <input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>D. Relevant Experience and Qualification of Personnel</p> <p>Tenderers must provide as a minimum, information of proposed personnel to be allocated to this project, such as:</p> <ul style="list-style-type: none"> (a) Demonstrating a proven track record of inclusive strategic review and planning; (b) Tenderer must demonstrate that they have access to personnel trained locally who possess relevant local knowledge and experience to support the project and supply the key deliverables. (c) Their ability to synthesise a large range of information methodically but also have a flexible approach in a strategic review consultation environment; (d) Their role in the performance of the Contract; (e) Curriculum vitae; (f) Membership to any professional or business association; (g) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; and (h) Any additional information. <p>Supply details in an attachment and label it "Attachment 16":</p>	<p>Attachment 16 <input type="checkbox"/></p> <p>Tick✓if attached</p>

4.4 PRICE INFORMATION

Tenderers **must** complete the following Price Schedule below and provide the Price Schedule in an attachment labelled "Attachment 17". Before completing the Price Schedule, Tenderers should read the entire Request.

4.4.1 PRICE SCHEDULE

Tenderer shall provide pricing schedule detailed below:

Provide price schedule as per the RFT2019-005 Project Price Schedule.xls in an attachment labelled "Attachment 17."	Attachment 17 <input type="checkbox"/> Tick✓if attached
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Important Note

The Principle reserves the right to accept all or part of the Service (activities as defined in the Scope of Supply in Section 3 of this RFT) offered in the Project Price Schedule.

4.4.2 SCHEDULE OF RATES FOR ADDITIONAL WORK

The Tenderer shall list below the hourly rates payable for provision of additional Service and provide the Disbursement Percentage in an attachment labelled "Attachment 17".

Provide Schedule of Rates for Additional Work as per the RFT2019-005 Project Price Schedule.xls in an attachment labelled "Attachment 17".	Attachment 17 <input type="checkbox"/> Tick✓if attached
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4.4.3 DISBURSEMENTS FOR ADDITIONAL WORK

Provide proposed profit and administration percentage mark-up (please note this is mark-up and not margin) for Third Party supplied Goods and Services for any additional work. Please provide percentage mark-up as per the table provided below and provide the Disbursement Percentage in an attachment labelled "Attachment 17".

Provide Disbursement for Additional Work as per the RFT2019-005 Project Price Schedule.xls in an attachment labelled "Attachment 17".	Attachment 17 <input type="checkbox"/> Tick✓if attached
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**5 GENERAL CONDITIONS OF CONTRACT AND
SPECIAL CONDITIONS OF CONTRACT**

APPENDIX A - GENERAL CONDITIONS OF CONTRACT

Please refer to General Services Consultant Contract enclosed with this Tender

APPENDIX B – CONTRACT DEPARTURES

Please refer to Contract Departures enclosed with this Tender

Lump Sum Price Schedule				
RFT Document Reference	Description of Services/Tasks	Total Hours Required	Hourly Rate ex GST	Total Cost ex GST
3.4.1	Regional Market Assessment			
3.4.2	Circular economy horizon scan and Opportunities Analysis			
3.4.3	Scenario Modelling and Options Analysis			
3.4.4	Vision Setting, Strategy and Implementation Plan			
3.4.5	Stakeholder Engagement			
3.4.6	Establishment Agreement governance and Risk Model			
3.4.7	Service Provision			
3.5	Key Deliverables			
	Total Cost of Project			

Note:

Prices for each of the services/tasks must include the following:

- a) meetings held at Principal Site or Consultant office
- b) all administration costs which includes photocopying, documentation preparation/collation etc
- c) all other costs in delivering the project which includes travel costs, time, fuel etc
- d) the Principal reserves the right to accept all or part of the services/tasks listed above.

Personnel Rate Schedule	
Position	Hourly Rate ex GST
eg Consultant	\$150.00

Disbursement Description	% Markup on actual cost
Third party supplied Goods	
Third Party supplied services	
Third Party supplied equipment	

Note:

Please note this is mark-up and not margin to cover profit and administration cost