



**SOUTH BURNETT**  
**REGIONAL COUNCIL**

# **AGENDA**

## **Late Reports**

### **Ordinary Council Meeting**

**Wednesday, 15 December 2021**

**Date: Wednesday, 15 December 2021**

**Time: 9.00am**

**Location: Warren Truss Chamber  
45 Glendon Street  
Kingaroy**

**Mark Pitt PSM  
Chief Executive Officer**

## Order Of Business

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## **15 PORTFOLIO – RURAL RESILIENCE, PARKS & GARDENS, PROPERTY & FACILITY MANAGEMENT, INDIGENOUS AFFAIRS**

### **15.6 DEVELOPMENT OF MASTER PLAN FOR MEMORIAL PARK PRECINCT KINGARROY**

**File Number:** 15-12-2021

**Author:** Manager Property

**Authoriser:** Chief Executive Officer

#### **PRECIS**

Council identified in the 2021-22 Operational Plan to prepare a Master Plan for Memorial Park Precinct Kingaroy.

#### **SUMMARY**

Council released an Invitation to Offer tender to undertake the research, consult, analyse and develop a staged Master plan for the Kingaroy Memorial Park Precinct, which includes the park and pool. Five tenders were received and quoted within Council's 2021- 22 budget.

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#### **OFFICER'S RECOMMENDATION**

That Council

1. Awards the successful tender to develop a staged Master plan for the Kingaroy Memorial Park Precinct to Otium Planning Group Inc for \$127,600.

#### **FINANCIAL AND RESOURCE IMPLICATIONS**

Allocation of budget in the 2021/22 Capital Works Program. The tenders are within the allocated budget.

#### **LINK TO CORPORATE/OPERATIONAL PLAN**

Corporate Plan

**GR3** Work with key stakeholders to create a pipeline of priority shovel ready projects that aim to improve the quality of life experienced by all residents, invest in strategic infrastructure and create a prosperous future for all.

**EC17** Support for the implementation of the adopted Sport and Recreation Plan through prioritised annual action plans.

**EC5** Continue to support, renew and maintain pools, libraries, halls and Customer Service Centres across our region at agreed service levels.

**EC1** Develop and implement initiatives to enhance community parks, gardens and recreational facilities, which may include: tree planting strategy, botanical gardens and perennial (drought tolerant) shrubs and flower planting programme.

#### **COMMUNICATION/CONSULTATION (INTERNAL/EXTERNAL)**

The evaluation panel consisted of General Manager Mr Peter O'May, Acting Manager of Parks & NRM Mr Mark Watt and Manager of Property, Mrs Leanne Petersen. As part of the scope of works the consultant in partnership with Council is required to develop a consultation plan which will include Councillors, internal and external stakeholders, relevant target groups, schools and the park and pool users.

The consultation on this project will be conducted through many different forums and activities. For example;

- Display in shop front for 3 weeks
- Displays at local Shopping Mail, pool and park
- Face to face interviews
- Public meetings and forums
- Site visits with groups
- Surveys and community sessions

**LEGAL IMPLICATIONS (STATUTORY BASIS, LEGAL RISKS)**

No legal implications. Offer of tender is in accordance with s227-228 of the *Local Government Regulation 2012*.

**POLICY/LOCAL LAW DELEGATION IMPLICATIONS**

No policy or local law implications. The normal contractual risks and mitigation strategies have been applied in assessing tenders as per Council’s Procurement Policy.

**ASSET MANAGEMENT IMPLICATIONS**

Across all asset classes the buildings, landscape furniture, playground equipment and footpaths within the Kingaroy Memorial Park precinct is requiring significant renewal and upgrade of assets. The five-year staged masterplan will provide Council with strategic direction on the replacement and upgrade of these assets.

**REPORT**

Tenders Opened 16<sup>th</sup> of Sept and closed 12<sup>th</sup> of October 2021.

The Tender Assessment Panel undertook an evaluation of the submissions received for the development of staged 5-year masterplan for Memorial Park Precinct, Kingaroy. In total Council received five submissions from consultants across various locations. No submissions were from entire locally based consultants. However, one consultant included the services of a local engineering consultants’ firm in their submission.

All submissions presented a detailed methodology plan, communication/consultation schedule, workplan and outputs for the Master plan.

The panel members highlighted the importance of community and stakeholder engagement in the research and preparation of draft concept plans for the masterplan. Consultant experience, knowledge, passion and demonstrated innovation to enhance quality sport and recreation opportunities to support community development was also a key criterion in the scope of works for the masterplan.

The panel agreed that community consultation and stakeholder input would be essential. As outlined in the Tender scope of works attached to this report.

Some of the tenders have included additional personnel with expertise and experience in community engagement and facilitation. Also, some of the tenders have included personnel with qualifications in landscape design, sport and recreation design, landscape and facility architects, structural and civil engineering services, traffic engineers and cost planning expertise. Some of the personnel will be available during the community consultation phases to assist in research, feedback sessions and onsite visits.

Table 1 List of tenders received.

<b>Tender Number</b>	<b>Tender Name</b>	<b>Location</b>	<b>Price</b>
<b>1</b>	Ethos Urban and Aspect Studios & ATC Engineering	Brisbane	\$95,518 excluding GST

<b>2</b>	Vee Design, FourFold Studio, Habitanca & Cardno	Brisbane	\$99,800 excluding GST + Options \$35,460 Total \$135,260
<b>3</b>	Otium Planning Group, Greenedge Design, Liquid Blue, Cardno	Sunshine Coast	\$99,500 excluding GST + Options \$28,100 Total \$127,600
<b>4</b>	Ross Planning	Brisbane	\$38,800 excluding GST
<b>5</b>	Tract	Brisbane	\$147,200 excluding GST

The options outlined in Tenderer 2 includes in summary additional indigenous consultation, place assessment & research, family fun day in Memorial Park, profiling Kingaroy – video and additional funds for 7 nights’ accommodation for additional site visits and stakeholder meetings.

The options outlined in Tenderer 3 includes in summary 3D fly through of master plan and aquatic facility concept designs which is of high value to Council in preparation of funding submissions and demonstrating shovel ready projects.

The methodology and community consultation in Tendered 4 had limited outputs and less scheduled community engagement sessions with internal and external stakeholders. This could reduce community feedback opportunities into the master planning.

The methodology to prepare the master plan and relevant experience with similar sport and recreation projects and community engagement in Tenderer 1 was not assessed as high as Tenderer 2, 3 and 5.

Tenderers 2,3 and 5 was of very high standard. Tenderer 5 was priced higher and therefore not recommended.

The components outlined in Tender 3 for master plan methodology, community engagement and development of consultation plan, previous experience and personnel listed with relevant expertise to work on this project scored higher in the evaluation of tender submissions.

Table 2 : Assessment of Tenderers

<b>Tender Number</b>	<b>Tender Name</b>	<b>Location</b>	<b>Price</b>	<b>Overall Score</b>
<b>1</b>	Ethos Urban and Aspect Studios & ATC Engineering	Brisbane	\$95,518 excluding GST	84/100
<b>2</b>	Vee Design, FourFold Studio, Habitanca & Cardno	Brisbane	\$99,800 excluding GST + Options \$35,460 Total \$135,260	85/100
<b>3</b>	Otium Planning Group, Greenedge Design, Liquid Blue, Cardno	Sunshine Coast	\$99,500 excluding GST + Options \$28,100 Total \$127,600	87/100
<b>4</b>	Ross Planning	Brisbane	\$38,800 excluding GST	82/100
<b>5</b>	Tract	Brisbane	\$147,200 excluding GST	83/100

The Tender Assessment Panel recommends the appointment of Tenderer 3 - Otium Planning Group Pty Ltd in association with Greenedge Design, Cardno and Johnson & Cumming.

**ATTACHMENTS**

1. Invitation to Offer - Master plan for Memorial Park Precinct, Kingaroy [↓](#) 



**SOUTH BURNETT**  
**REGIONAL COUNCIL**

**S2 - Invitation to Offer**

Non-Returnable Schedule

Contract No. Insert Contract No  
for

Development of Master Plan for Memorial Park Precinct, Kingaroy

**Resolution**

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## 1. Background and General Information

Memorial Park is located near the heart of town and is considered the major formal park in Kingaroy. The War Memorial is located in the park and includes a band rotunda constructed of eight classical columns, supporting a frieze and a domed roof. To the west of the rotunda is the Stone of Remembrance honouring those who served from World War I to Vietnam. All ANZAC Day and Remembrance Day services are held here.

The park includes numerous gardens, paved paths, play equipment, picnic tables, barbecue facilities and amenities which also have disabled access. The park also offers an off-leash area for dogs on the Alford Street side. Regional festivals such as the “South Burnett Wine and Food in the Park” and regular community and educational events take place in the large open space areas within the park lands.

The Kingaroy Aquatic Centre is located within the footprint of the park and includes an 8 lane 50m pool, kids wading pool, a learn to swim pool and beach volleyball court. Originally built in 1953, the Kingaroy Aquatic Centre’s 50m pool has reached the end of its useful life and continues to experience ongoing leakage despite Council expending significant resources targeting leakage point investigations. Existing toilet facilities within the aquatic centre complex have demonstrated to be inadequate in meeting the usage demands from participants when major regional swimming tournaments are held.

Outside of the Kingaroy Aquatic centre the remaining park area has received minor updates over previous years however community feedback described the location as dated, dry in appearance and offering limited shade areas.

Several Council led renewal projects are scheduled to proceed within the Memorial Park footprint however no formal plan or visible statements exist stating where the Memorial Park and associated facilities are now, what they should be in the future and what will be required to get them there. The absence of a higher-level masterplan increases the risk that Council led investment may not meet the current and future needs of the South Burnett Community.

The future development of Memorial Park will be most successful when it is based on a vision that brings together the concerns of different interest groups, and their recommendations create a ground swell of community and political support. Building public interest, participation, and consensus as part of the master planning process involves challenging expectations and educating the community and other stakeholders about what Memorial Park could be.

South Burnett Regional Council is seeking a suitable qualified consultancy firm to undertake the formulation of a Master Plan that which will be utilised to structure future land use and development within Memorial Park, Kingaroy over the next 5 years.

## 2. Agreement to be bound by Invitation to Offer

In consideration of Council:

- (a) inviting the Respondent to submit an Offer for the goods, services and/or works, as applicable, as described in clause 0 and more particularly described in the Scope and Specification; and
- (b) agreeing to evaluate each Offer submitted by the Respondent in accordance with this Invitation to Offer, the Respondent agrees to be bound by this Invitation to Offer for each Offer submitted by the Respondent.

## 3. Definitions

- (a) This Invitation to Offer uses definitions, some of which are found elsewhere in the Offer Documents. Respondents should note the following defined terms:

Term	Definition
<b>Addenda or Addendum</b>	means any document issued by Council pursuant to clause 0 of this Invitation to Offer.
<b>Business Day</b>	means a day other than a Saturday, Sunday or a public holiday in the South Burnett, Queensland.
<b>Closing Date for Enquiries</b>	means the date and time specified in clause 0 of this Invitation to Offer or such other date as may be determined by Council.
<b>Closing Time</b>	means the date and time specified in clause 0 of this Invitation to Offer or such other date as may be determined by Council in accordance with clause 0.
<b>Conforming Offer</b>	means an Offer that complies with clause 0.

<b>Term</b>	<b>Definition</b>
<b>Council</b>	means South Burnett Regional Council and includes where relevant any of its Personnel.
<b>E-Procurement Platforms</b>	means the e-procurement tools and platforms used by Council for this Invitation to Offer.
<b>Legislative Requirements</b>	includes: (a) acts, regulations, by-laws, ordinances, orders, awards and proclamations of the Commonwealth, the State or Territory or of the local government in which the Supply or any part thereof is being carried out; (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Supply; and (c) fees and charges payable in connection with the foregoing.
<b>Non-Conforming Offer</b>	means an Offer that complies with clause 0 is not a Conforming Offer.
<b>Non-Returnable Schedule</b>	means any Schedule marked 'Non-Returnable Schedule'. For the avoidance of doubt, the Respondent is not required to complete or submit Non-Returnable Schedules with its Offer.
<b>Offer</b>	means any offer submitted by a Respondent in accordance with this Invitation to Offer and may include a Non-Conforming Offer.
<b>Offer Documents</b>	has the meaning given to it in clause 0 of this Invitation to Offer and, without limitation, includes this Invitation to Offer.
<b>Personal Information</b>	has the meaning given to it in the <i>Information Privacy Act 2009</i> (Qld). A non-exhaustive list of examples of Personal Information are: (a) a person's name, age, address, phone number or email address; (b) a person's signature; or (c) a person's salary, bank account or financial details.
<b>Personnel</b>	has the meaning given to it in clause 0 of this Invitation to Offer.
<b>Policies and Plans</b>	means Council's published or to be published policies and plans which may be amended from time to time, including those published on <a href="http://www.southburnett.qld.gov.au">www.southburnett.qld.gov.au</a>
<b>Pricing Schedule</b>	means the schedule (in the form set out in Returnable Schedule 2) to be completed by the Respondent which specifies the amount of money for which the Respondent offers to carry out the Supply.
<b>Procurement Process</b>	means any process carried out by Council relating to the subject of this Invitation to Offer, including this Invitation to Offer, the evaluation of Offers and may also include, without limitation, an expression of interest process, a tender process or a 'best and final offer' process.
<b>Respondent</b>	means the person, company or other entity that submits an Offer.
<b>Returnable Schedule</b>	means any Schedule marked 'Returnable Schedules' which must be completed by the Respondent and submitted with its Offer.
<b>Schedules</b>	means any schedules attached to this Invitation to Offer, including Returnable Schedules and Non-Returnable Schedule.
<b>Scope and Specification</b>	means the document created by or on behalf of Council and included in the Offer Documents as Non-Returnable Schedule 1, setting out the Supply which may be required to be carried out by the successful Respondent.
<b>Site</b>	means the site or sites at which the Supply is to be carried out.
<b>Supply</b>	means the goods, services and/or works, as applicable, that: (a) the shortlisted Respondent(s) may be invited to tender for by Council; or (b) are being procured pursuant to this Invitation to Offer, as described in clause 0 and more particularly described in the Scope and Specification.

(b) Other terms may be defined in the text of the Offer Documents.

**4. Interpretation**

In this Invitation to Offer:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) a reference to a party is to be construed as a reference to a party to this Invitation to Offer and includes its successors and permitted assigns;
- (c) a reference to an item in a clause, schedule, annexure or appendix is a reference to an item in the clause or schedule, annexure or appendix to this Invitation to Offer and references to this Invitation to Offer include its schedules and any annexures;
- (d) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (e) a reference to a document or agreement including this Invitation to Offer includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (f) in the interpretation of this Invitation to Offer, headings are to be disregarded;
- (g) no rule of construction or interpretation applies to the construction or interpretation of this Invitation to Offer to the disadvantage of Council on the basis that Council prepared this Invitation to Offer or any part of it;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and
- (i) the words ‘including’ and ‘includes’ and any variants of those words, will be read as if followed by the words ‘without limitation’.

**5. Timetable**

The following timetable is indicative only and may be amended at any time in the absolute discretion of Council:

Action	Time / Date
Invitation to Offer released / Date of advertisement	[#insert date]
Platform used	[insert platform e.g. LG Tender Box]
Closing Date for Enquiries	[4.00 pm (Australian Eastern Standard Time) on Wednesday [#insert date]]
Closing Time	2.00 pm (Australian Eastern Standard Time) on Tuesday [#insert date]
Respondent interviews	Mandatory <input type="checkbox"/> Non-mandatory <input type="checkbox"/> If Respondent interviews are ‘Mandatory’, the time(s) and location(s) for such interview will be nominated by Council in accordance with clause 0.

## 6. Offer Documents

The Offer Documents are:

- (a) this Invitation to Offer and its Schedule/s;
- (b) Scope and Specification; and
- (c) any Addenda issued pursuant to clause 0.

## 7. Modification and or clarification of the Offer Documents (Addenda)

- (a) Council may at any time prior to the Closing Date for Enquiries modify or clarify any provision or part of the Offer Documents by:
  - (i) uploading a written Addendum to the E-Procurement Platform; or
  - (ii) issuing a written Addendum by mail, facsimile or email to all Respondents.
- (b) If Council issues an Addendum, Respondents must take the information into account in the preparation of its Offer.

## 8. Enquiries

- (a) Any enquiries by Respondents are to be posted to the E-Procurement Platform's 'Online Forum' by the Closing Date for Enquiries. All enquiries and responses may be viewed by other Respondents.
- (b) Council will use reasonable endeavours to respond to queries, comments or questions.
- (c) Without limiting clause 0, Council will not respond to any enquiries after the Closing Date for Enquiries.
- (d) Without limiting any other part of this Invitation to Offer, Council will not be bound by any advice given or not given, or information furnished or not furnished (whether in writing or verbally), by any officer or consultant of Council, nor in the event that any advice or information is inaccurate, out of date or incomplete in respect of the Supply, the Offer or the Procurement Process.
- (e) Council may, at its discretion, provide feedback to both successful and unsuccessful Respondents, but is under no obligation to do so.
- (f) Respondents must not direct requests for information to, or seek to discuss the Procurement Process with, any Councillor or officer of Council and Council will not be bound by any advice or information furnished by a Councillor or Council officer with respect to the Offer.

## 9. Lodgement of Offers

### 9.1 Electronic submission

- (a) Offers must be submitted electronically via the E-Procurement Platform.
- (b) Respondents must be registered with the E-Procurement Platform which Council is using for this Invitation to Offer. Respondents must register and open an account on the relevant E-Procurement Platform to:
  - (i) have access to all Offer Documents; and
  - (ii) submit an Offer.
- (c) Respondents should allow sufficient time for lodgement of their Offers, including time that may be required for any problem troubleshooting and resolution prior to the Closing Time.
- (d) When an Offer has been successfully submitted via the E-Procurement Platform, an on-screen receipt will confirm that the Respondent's submission has been completed successfully. The on-screen receipt will record the time and date the Respondent's Offer was received by the E-Procurement Platform and will be conclusive evidence of the submission of an Offer.
- (e) Failure to receive an on-screen receipt means that the submission has not been completed successfully. Where no receipt has been displayed by the E-Procurement Platform, the attempted submission will be deemed to have been unsuccessful.
- (f) The submission of an Offer via the E-Procurement Platform by a Respondent's registered business representative will constitute an electronic signature in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (g) All queries and requests for technical or operational support related to downloading files from, or uploading files to, the E-Procurement Platform must be directed to the help desk of the E-

Procurement Platform. The contact details and business hours for help desk are available on the E-Procurement Platform.

### **9.2 Other forms of submission**

An Offer submitted in person or by facsimile or email is a Non-Conforming Offer.

### **9.3 Opening of Offers**

- (a) Subject to clause 0, there will be a public opening of Offers.
- (b) Council will only disclose the names of the Respondents who have submitted an Offer by the Closing Time during the public opening of Offers and will not, for the avoidance of doubt, be bound to communicate and/or advertise the value of Offers of any Respondent during public openings.

### **9.4 No representation**

Any letter or other form of written or oral acknowledgment by Council of receipt of the Offer does not imply that the Offer has been admitted or accepted as a Conforming Offer or a Non-Conforming Offer and nor does it constitute any representation by Council as to any other matter.

## **10. Offer validity period**

Any Offer lodged remains valid and binding upon the Respondent for a period of 90 Business Days from the Closing Time and then remains available for acceptance until withdrawn by the Respondent or Council concludes the procurement process.

## **11. Late Offers**

Offers lodged with or received by Council after the Closing Time are deemed to be late and will be opened and registered separately. Council may, but is not bound to, consider or evaluate a late offer.

## **12. Offer requirements**

### **12.1 Documents to be submitted with Offers**

In their Offers, Respondents must provide all information required by the Offer Documents, including:

- (a) a completed schedule of the Respondent's details (Returnable Schedule 1);
- (b) subject to clause 0, a completed Pricing Schedule (Returnable Schedule 2);
- (c) a completed schedule of the Respondent's Certificates of Insurances (Returnable Schedule 3);
- (d) any information set out and required in this Invitation to Offer and the Returnable Schedules; and
- (e) any other information required by the Offer Documents.

### **12.2 Offer price**

If this Invitation to Offer is not for an expression of interest process, the amount of money which the Respondent offers to carry out the Supply must be included in the Pricing Schedule and the completed schedule of the Respondent's details (Returnable Schedule 1). All amounts must be exclusive of GST and in Australian Dollars.

## **13. Conforming Offer**

### **13.1 Conforming Offer**

To be considered to be a Conforming Offer, an Offer must:

- (a) contain all the documents and information described in clause 0
- (b) strictly comply with the Scope and Specification with no departures; and
- (c) in all other respects comply with this Invitation to Offer and all applicable Legislative Requirements and Policies and Plans.

### **13.2 Non-Conforming Offer**

- (a) An Offer that does not comply with clause 0 is a Non-Conforming Offer.
- (b) Council may, but is not bound to, consider or accept a Non-Conforming Offer.

## 14. Acceptance and consideration of Offers

### 14.1 Council not obliged

Council is under no obligation to:

- (a) review or consider any Offer submitted;
- (b) shortlist any Respondent (if applicable);
- (c) accept the lowest Offer (if applicable);
- (d) accept any Offer; or
- (e) negotiate or sign a contract for the Supply with any Respondent.

### 14.2 Council may annul Procurement Process

Without limiting any other term of this Invitation to Offer, Council may shortlist Respondents (if applicable), accept or reject any Offer (including rejecting all Offers in order to reissue this Invitation to Offer) or annul the Procurement Process, at any time, or terminate the Procurement Process, without any obligation to inform the affected Respondent or Respondents of the grounds for Council's action or inaction.

### 14.3 Council's other discretions

- (a) At any time and in its absolute discretion, Council may:
  - (i) invite all Respondents to change its Offer to take account of a change in any regard concerning the Offer Documents, including to the Scope and Specification; and
  - (ii) change the Closing Time by issuing all Respondents an Addendum under clause 0.
  - (iii) under Chapter 6 Contracting, section 228 (7) of the *Local Government Regulation 2012* invite all persons who submitted an Offer to change their Offer to take account of the change (of specification) before making a decision on the Offer.
- (b) After the Closing time may invite all Respondent change their Offer to take into account of a change in the offer specifications.
- (c) At any time before the Closing Date for Enquiries and in its absolute discretion, Council may:
  - (i) invite all Respondents to change its Offer to take account of a change in any regard concerning the Offer Documents, including to the Scope and Specification; and
  - (ii) change the Closing Time by issuing all Respondents an Addendum under clause 0.
- (d) Notwithstanding any other provision of this Invitation to Offer, Council may, in its absolute discretion, and without limiting any other right which Council may have, do any one or more of the following at any time (and without any obligation to do so):
  - (i) request clarification or additional information from any Respondent;
  - (ii) provide additional information to any or all Respondents;
  - (iii) discontinue negotiations with any Respondent;
  - (iv) proceed to negotiate with one Respondent or a third party, but not with other or any Respondents, and without any obligation to notify other or any Respondents that it is so proceeding;
  - (v) without limiting clause 0, enter into discussions with one or more Respondents;
  - (vi) shortlist or refuse to shortlist any or all Offers received (if applicable); and
  - (vii) decide not to proceed with the Procurement Process and not shortlist any Respondent, accept any Offer and/or enter any contract for the Supply.

### 14.4 Acceptance of an Offer

- (a) An Offer is deemed to be accepted by Council only when Council provides to a Respondent a letter of award. For the avoidance of doubt, a letter of award under this clause 0 will refer only to written notice given by Council which is expressly titled 'Letter of Award' and expressly states that it is a notice given to the Respondent for the purposes of this clause 0.
- (b) Council will use reasonable endeavours to a Letter of Award under clause 0 within 90 Business Days from the Closing Time.

## 15. Warranties

### 15.1 Respondent's investigations

In submitting an Offer, the Respondent warrants that it has carried out all relevant investigations and has examined and acquainted itself with and satisfied itself concerning:

- (a) the contents of the Offer Documents and their completeness, currency and accuracy;
- (b) all information which is relevant to the risks, contingencies and other circumstances which could affect the Offer; and
- (c) the accuracy, completeness and sufficiency of the Offer.

### 15.2 Respondent's ability

In submitting an Offer, the Respondent further warrants:

- (a) the accuracy of all information provided by the Respondent in the Offer;
- (b) that it has all necessary experience, skill and resources to perform and carry out its obligations in accordance with the Offer Documents;
- (c) that the Respondent is ready, willing and able to commence and carry out the Supply if required by Council; and
- (d) that its Offer complies with all applicable Legislative Requirements and Policies and Plans.

## 16. Investigations by Respondents

Respondents must make their own investigations as to the nature of the Site(s) and its surrounds and satisfy themselves as to the accuracy and completeness of any matters stated in the Offer Documents and of any assumptions upon which Respondents base their Offers prior to submitting their Offer.

## 17. Information required after opening of Offers

### 17.1 Respondent to provide additional information if requested

The Respondent must provide, after the opening of Offers, any additional information which may be requested by Council for evaluation of the Offer(s).

### 17.2 Respondent interviews

- (a) Clause 0 will only apply if clause 0 provides that Respondent interviews are 'Mandatory'.
- (b) Without limiting clause 0, the Respondent must make itself available after the Closing Time to attend an interview in relation to their Offer at the time(s) and at the location(s) nominated by Council. The Respondent must be represented at such interviews by a responsible member or members of its staff who are conversant with all technical, financial and contractual details of the Respondent's Offer, who are authorised to make, at the interview, any decision on behalf of the Respondent and who are able to indicate the relative values of any items under discussion.

## 18. Offer evaluation

### 18.1 Statutory evaluation

Evaluation of Offers will be generally in accordance with the requirements of the *Local Government Act 2009* and the *Local Government Regulation 2012*, including that Council will have regard to the following principles:

- (a) value for money;
- (b) open and effective competition;
- (c) the development of competitive local business and industry;
- (d) environmental protection; and
- (e) ethical behaviour and fair dealing.

### 18.2 Other

In addition to the principles in clause 0 factors which will be taken into consideration by Council in assessing Offers and Respondents include:

No	Criteria
1	Compliance with this Invitation to Offer, including Schedules
2	Price
3	Experience
4	Methodology

## 19. Reliance by Respondent

### 19.1 Council makes no representations

Council does not make any representations, express, implied or inferred, or provide any undertakings to Respondents other than to invite them to submit an Offer.

### 19.2 Offer information for convenience only

Any information supplied to a Respondent in the Offer Documents or otherwise or in subsequent oral or written communication by or on behalf of Council is provided to the Respondent for convenience only and may not be complete, up to date or accurate.

### 19.3 Respondent not to rely

The Respondent must not rely upon any matter disclosed or representation, warranty or statement (oral or otherwise) made to the Respondent by Council, whether in the Offer Documents or otherwise, and must make and rely solely upon its own independent investigation, judgment and assessment of any such matter or representation.

### 19.4 Respondent to examine information

The Respondent must carefully review the Offer Documents and all documentation and all other material provided and must make any enquiries which the Respondent considers necessary or desirable to verify the information and materials contained in the Offer Documents or in any subsequent oral or written communication or material.

## 20. No collusion

The Respondent warrants that:

- (a) neither the Respondent nor any of its employees, officers or agents nor any other party on its behalf had any knowledge of the Returnable Schedules of any other Respondent prior to submitting its Offer nor has the Respondent disclosed to any rival Respondent its Returnable Schedules;
- (b) neither the Respondent nor any of its employees, officers or agents nor any other party on its behalf have entered into any contract, arrangement or understanding having the result that on being shortlisted for the Supply, having its Offer accepted and/or being awarded the contract for the Supply, the Respondent will pay to any unsuccessful Respondent any moneys or other reward in respect of or in relation to the Offer, Procurement Process and/or any contract for the Supply; and
- (c) the Offer is a genuine and competitive offer.

## 21. Conflicts of interest

### 21.1 Respondent to identify conflicts

Respondents must clearly identify in Returnable Schedule 1 if they have any actual or perceived conflict in responding to this Invitation to Offer, and if so, identify the manner in which they intend to deal with that conflict.

### 21.2 Respondent to notify if conflict arises

If, at any time, an actual or potential conflict of interest arises for any Respondent, that Respondent must immediately notify Council in writing of that conflict of interest.

### 21.3 Council's rights

If a Respondent notifies Council of an actual or potential conflict of interest or Council becomes aware of the existence of an actual or potential conflict of interest, Council may, in its absolute discretion:

- (a) enter into discussions to seek to resolve such conflict of interest;
- (b) cease further consideration of and disregard the Offer lodged by that Respondent; and/or
- (c) take any other action, as it considers appropriate.

**21.4 Respondent must not canvas support**

Any Respondent who directly or indirectly canvasses support from an elected member, employee or agent of Council will be disqualified and any Offer submitted will not be considered.

**22. Respondent's costs**

- (a) Except to the extent expressly provided by this Invitation to Offer, Council is not responsible for, and is not liable to pay for, any costs, expenses, losses or damages (including to a claim for economic loss or loss of opportunity), however arising which a Respondent incurs or becomes liable for in relation to or in connection with:
- (i) the preparation of an Offer;
  - (ii) any error, omission, or misrepresentation (express or inferred) in the Offer Documents;
  - (iii) any representations by or on behalf of Council;
  - (iv) the submission of an Offer;
  - (v) subsequent clarifications to an Offer;
  - (vi) submissions after lodgement of an Offer (whether or not that submission is required by Council);
  - (vii) attendance at any Respondent interviews under clause 0;
  - (viii) the termination of the Procurement Process; or
  - (ix) any other part of the Procurement Process,

and the Respondent releases Council from any such claim whatsoever and howsoever brought or any costs, expenses, losses or damages (including to a claim for economic loss or loss of opportunity) arising from any claim, suit, demand, proceeding or action which, but for this Invitation to Offer, the Respondent may have had against Council in respect of the matters referred to in clauses 0 to 0.

- (b) Each Respondent participates in this Procurement Process at its own risk.

**23. Use of information****23.1 Offers are Council property**

All Offers submitted by a Respondent become the property of Council and will not be returned to the Respondents.

**23.2 Offer Documents are Council property**

The Offer Documents and all documents, information, drawings, specifications, technical information and other material and information provided to a Respondent (whether before or after the issue of this Invitation to Offer):

- (a) remain the property of Council;
- (b) must only be used for the purpose of preparing its Offer and for no other purpose; and
- (c) must not be disclosed to any person other than to a person who is assisting the Respondent in preparing its Offer.

**23.3 Intellectual property in Offer Documents**

All intellectual property rights which exist in information contained in this Invitation to Offer or any related material will remain the property of Council but the Respondent is permitted to use that information and material for the purpose only of compiling its Offer.

**23.4 Confidential Information**

- (a) Subject to clause 0, the Respondent must keep confidential all documents in connection with its Offer (including the Offer Documents), the matters discussed with Council or its agents in connection with the Procurement Process and the Respondent's Offer, all correspondence in connection with the Procurement Process and the Respondent's Offer, Council's responses to any queries, comments or questions posted to the E-Procurement Platform's 'Online Forum' (including Council's responses to other Respondents' queries, comments or questions) and any other information which is expressed as (or reasonably inferred to be) provided to the Respondent by Council or its agents in confidence.
- (b) The Respondent must obtain the prior written consent of Council to disclose any information referred to under clause 0.

### 23.5 Respondent licences Council

Each Respondent licences Council and its officers, employees, agents, advisers and representatives (Personnel) to copy, adapt, amend, disclose or do anything else necessary (in Council's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or other persons) contained in its Offer for the purpose of the Procurement Process, including Council's evaluation of the Respondent's Offer, inviting written tenders for the Supply, negotiating any contract for the Supply with the successful Respondent (if this Procurement Process proceeds to that stage) and this Procurement Process generally.

### 23.6 Council may make copies

Council and its Personnel may make such copies of an Offer as it requires for those purposes.

### 23.7 Right to Information Act 2009

- (a) The *Right to Information Act 2009 (RTI Act)* provides members of the public with a right to access documents held by Queensland Government agencies (including local governments).
- (b) The *RTI Act* requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest. Information provided by the Respondent is potentially subject to disclosure to third parties pursuant to the *RTI Act*.
- (c) If disclosure under the *RTI Act*, or general disclosure of information provided by the Respondent, would be of substantial concern to the Respondent, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including Personal Information, this should be indicated by the Respondent in its Offer. Council cannot guarantee that any information provided by the Respondent will be protected from disclosure under the *RTI Act*.
- (d) The Respondent must familiarise itself with the relevant provisions of the *RTI Act* dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.
- (e) Council accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the *RTI Act*.
- (f) Council reserves the right to disclose, by publication by means of media of its choosing upon conclusion of the Procurement Process and/or award of any contract for the Supply, any details of the name and address of the successful Respondent, a description of the Supply, the commencement date of any contract for the Supply awarded, and the price or value of any contract for the Supply awarded.

## 24. Information Privacy Act 2009 compliance

### 24.1 Compliance with the *Information Privacy Act 2009*

By submitting an Offer, the Respondent warrants that it has obtained the consent of each individual whose Personal Information is included in the Offer for:

- (a) the inclusion of their Personal Information in the Offer;
- (b) the use of the Personal Information by Council for the purpose of the Procurement Process, including the evaluation of the Respondent's the Offer; and
- (c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting Council with the Procurement Process, including the evaluation of the Respondent's Offer.

### 24.2 Indemnity

The Respondent must indemnify Council against any claim, damage or loss (including legal costs and expenses) that Council may incur as a consequence of a breach by the Respondent of the warranty in clause 0.

### 24.3 Other

- (a) Any Personal Information exchanged between the Respondent and Council must be dealt with in accordance with the *Information Privacy Act 2009*.
- (b) The Respondent must immediately notify Council upon becoming aware of any breach of this clause 0.

**25. Governing law and jurisdiction****25.1 Governing law**

This Invitation to Offer and the Offer Documents are governed by the laws in force in Queensland.

**25.2 Governing jurisdiction**

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.

**26. Joint and several liability**

If a Respondent comprises two or more parties, their obligations and liabilities (whether as a joint venture, consortium, partnership or any other unincorporated grouping of two or more persons):

- (a) the obligations and liabilities of those persons is joint and several; and
- (b) those persons must notify Council of their representative, who must have authority to bind the Respondent and each of those persons.

## **Non-Returnable Schedule 1 – Scope and Specification**

### **1. SCOPE AND SPECIFICATION OF WORKS**

#### **General**

The overall outcome of the Master Plan is to establish the future use and development of the Memorial Park for the next 5 years. This specification details the requirements for the provision of a staged Master Plan for the entire Memorial Park Precinct as depicted in attachment 1. The Master Plan will need to be delivered through a 5-year staged approach dependent on current and future revenue streams available to Council and potential future funding available from both State and Australian Government initiatives.

#### **Scope of Works**

The Scope of Works is to research, consult, analyse and develop a staged Master Plan that defines a spatial layout, plan annotations and perspectives of selected upgrade projects. The finalised Master Plan will be used to structure future land use and development within Memorial Park Precinct, Kingaroy over the next 5 years.

The 5-year staged implementation reflects a logical sequence to rollout individual projects, and be based on community needs, user group priorities, and the practicality of undertaking the improvement projects. The practicality and order of implementation of all projects will be subject to a number of factors and criteria before proceeding, including:

- Availability of funding.
- Strategic priorities described within Council's Corporate Plan.
- Community needs relating to recreation and sport, health, wellbeing and liveability.
- Further investigation, research and consultation.

#### **Works by the Contractor**

The Contractor shall carry out all activities necessary to formulate a staged 5-year Master Plan for the Memorial Park Precinct consistent with the aim and objectives outlined in the deliverables.

#### **Works by Others**

Any works not specifically listed as works by others shall be the responsibility of the Contractor.

### **2. DELIVERABLES**

#### **Master Plan Development**

##### **Aim**

Determination of a broad vision for the Memorial Park Precinct and outline projects and strategies that are required to be implemented to achieve this vision.

##### **Objectives**

Key objectives to be address:

- a) How Memorial Park can develop and redevelop into the future considering buildings and structures, open spaces, recreational and landscape areas.
- b) Approaches to manage development and change over time whilst ensuring effective, safe and sustainable management.
- c) Definition of what is important about the community assets within Memorial Park and how their character and quality can be conserved, improved and enhanced.
- d) Increase visitation and enhance the quality of visitor experience to Memorial Park whilst improving cost efficiencies and return on investment.

- e) High quality health and leisure services are integrated into future facilities and open spaces.

### **Research and Evaluation**

Undertake associated research appropriate to the formulation of the Master Plan as detailed below:

1. Assessment of relevant planning documents to identify key corporate directions and strategies to inform the master planning process.
2. Review of existing facilities and spaces focusing on identifying issues and opportunities.
3. Assessment of landscape assets identifying key issues and opportunities.
4. Review of traffic management issues relating to onsite and surrounding traffic arrangements.
5. Demographic profile review and influence on current and potential future use.
6. Relationships and strategic connections between existing destinations and assets within and external to the Memorial Park Precinct.
7. Assessment of various options and scenarios to improve and upgrade Memorial Park.
8. Identification of civil engineering matters and any summarised service capacity constraints including:
  - Water and sewer
  - Electricity
  - Communications and
  - Stormwater drainage

### **Community and Stakeholder Engagement**

A consultation plan must be developed and implemented to support the Master Plan creation processes. This consultation plan shall cover the whole of the Master Plan development process including the objective of consultations, relevant target groups, appropriate forms of consultation and timing. It is Council's expectation that the submitted community consultation plan would be adopted by Council.

Input from Council Staff positioned across several departments will be necessary to confirm various items for the consultant team regarding the condition and use of buildings and structures, open spaces and landscaped areas. It is anticipated that Councillors will be actively involved in many of the planned consultation activities and the consultation plan shall allow for their involvement and participation.

Local community and users of Memorial Park must be given every opportunity to participate in the master planning process. Full public consultation is to be transparent and accessible to the public through use of:

- A manned display in Council's Community Shopfront for a minimum of 3 weeks
- Mall and shopping centre displays
- Face to face interviews
- Public meetings and forums
- Random surveys and community update sessions

Demonstrated evidence of consultation undertaken and the data collected must be compiled and provided to Council each month over the duration of the project.

### **Profiling Memorial Park Users**

The Memorial Park supports a number of user groups that will require identification and a brief overview of their membership and profile of use of Memorial Park.

### **Input from Council Staff**

Meeting and workshops will be required with Council staff to confirm various items for the consultant team regarding the use, condition and quality of built forms, open spaces and landscape areas.

## **Liaison with Councillors**

The following exhibitions of the Draft Master Plan shall be facilitated with Councilors:

1. Community and user group feedback on existing Memorial Park built forms, open spaces and landscaped areas.
2. Draft Master Plan to Councilors prior to targeted and full public consultation processes being undertaken.
3. Draft Master Plan feedback from formal and informal community consultation processes to Council.
4. Refined Draft Masterplan and feedback from community consultation processes to Council.
5. Final Draft Master Plan presented to Council.

## **Analysis of Issues and Opportunities**

Undertake an analysis of issues and opportunities for the future use and development of the Memorial Park Precinct including potential options and scenarios on how the master planning process has responded to the issues identified.

## **Cost Plan**

The Memorial Park Precinct Master Plan shall include a list of recommendations for separate but interconnected projects including the total estimated cost for the full implementation of the Master Plan. A suggested staging of these projects will need to be incorporated into the cost plan however, no time scale should be recommended for implementation.

The suggested staging shall reflect a logical sequencing to rollout individual projects and based on the understanding of needs, user group priorities and the practicality of undertaking the improvement projects.

The prioritisation of projects should provide direction for Council and other stakeholders in relation to the order of projects and shall not be interpreted as calendar year commitments by Council.

## **Documentation Requirements**

The final Master Plan documentation shall contain:

- Scaled site spatial layouts,
- 3D drawings, plan annotations and perspectives of selected upgrade projects
- Furniture diagrams, landscape and plantings
- Quantity Survey Estimate for all stages

Documentation shall be provided in both an electronic PDF format and hard copy versions in a bound A3 or A4 colour format.

## **Project Commencement and Completion**

It is anticipated this project will commence in June 2021 and be completed in November 2021

## **Source Documentation**

The following source documentation is attached:

1. Map of Memorial Park Footprint
2. SBRC Corporate Plan 2021-2026
3. South Burnett Sport and Recreation Plan
4. Existing Building and Plumbing files
5. Survey Plan

**Quotation Form**

The Quotation form that appears in attachment 6 must be completed and returned.

**ATTACHMENT 1. – Memorial Park Footprint**

<p>5/4/2021</p> <p>1:1750</p>	<p><b>Memorial Park</b> <b>Kingaroy</b></p>
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