

INVITATION TO OFFER NO. DSDIP-2127-13

Mission Beach Safe Boating Infrastructure – Design Services

Version 005 – dated 1 July 2012

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SECTION 1 – INVITATION TO OFFER (ITO) DETAILS

Offers are invited by the State of Queensland (acting through the Department of State Development, Infrastructure and Planning) in relation to Invitation to Offer No. DSDIP-2127-13 for the provision of Mission Beach Safe Boating Infrastructure – Design Services as specified in the Invitation to Offer document.

Offers are to be submitted on the basis that they conform to the following:

- Section 2 - Conditions of Offer;
- Section 3 - Specifications; and
- Section 5 - Conditions of Contract.

Unless the context otherwise requires or the contrary intention appears, terms defined in the [Conditions of Offer Version 004 - dated 1 July 2012](#) and as detailed in Section 2 of this Invitation have the same meaning when used in the Invitation.

Item 1	Principal (clause 1.1 of Conditions of Offer): State of Queensland (acting through) the Department of State Development, Infrastructure and Planning ABN: 29 230 178 530
Item 2	Closing Date and Time (clauses 1.1, 7.3(d) and 8.5 of Conditions of Offer): 11.00am, Friday 2 August 2013 (Queensland time)
Item 3	Contact Officer (clause 1.1 and 7.3 of Conditions of Offer): The Principal's Contact Officer for the Invitation: Position Title: The Procurement Officer Procurement Services Agency: Department of State Development, Infrastructure and Planning Email: procurement@dsdip.qld.gov.au
Item 4	Confidential Information (clauses 1.1 and 12.1 of Conditions of Offer): Not Applicable
Item 5	Offer Validity Period (clause 3 of Conditions of Offer) Offers must remain valid for a minimum period of 90 days after the Closing Date.
Item 6	Lodgement of Offer (clause 8.1 of Conditions of Offer) HARD COPY OFFERS: Offers submitted in response to the Invitation will not be accepted by the Principal via Hard Copy : Please refer to item 8 of Section 1.
Item 7	Lodgement of Offer (clause 8.7 of Conditions of Offer) EMAIL OFFERS: Offers submitted in response to the Invitation will not be accepted by the Principal via email. Please refer to item 8 of Section 1.
Item 8	Lodgement of Offer (clause 8.2 of Conditions of Offer) ELECTRONIC OFFERS: Offers submitted in response to the Invitation will be accepted by the Principal via the Queensland Government e-Tendering website. Instructions for uploading your response can be found at the following hyperlink: Queensland Government eTender Website . Offers must be in the following software package: Microsoft Office or PDF. Failure to comply with this requirement may result in a non-conforming Offer. Offers must be provided within the following document limit: Response forms not to exceed the page limits (excluding CVs) nominated in questions at Response Form 6.6. Failure to comply with this requirement may result in a non-conforming Offer. Offerors are requested to focus the main body of their proposals on explaining how their experience, capability and more importantly, how nominated teams are most likely to achieve the project objectives and satisfy the respective selection criteria. Submissions should seek to be concise. Verbose and repetitive information within reports is to be

avoided. Supporting documentation provided in attachments, other than curriculum vitae or those specifically requested, may not be read and will not be evaluated.

Referees must be a third party independent of the Offeror. Provide current contact details.

When downloading the Invitation and/or submitting an Offer, Offerors must use the [Queensland Government eTender Website](#).

Offerors responding to an Invitation must log in using their email address and system password provided by the e-Tendering website, to upload their Offer.

Item 9	Lodgement of Offer (clause 8.8 of Conditions of Offer): The Principal will not return documents to the Offerors who submit a response to the Invitation:												
Item 10	Opening of Offers (clause 19.1 of Conditions of Offer): Offers will not be opened publicly.												
Item 11	Complaint Management (clause 31 of Conditions of Offer): The Principal's Contact Officer for the Invitation: Position: Complaints Manager Agency: Department of State Development, Infrastructure and Planning Email: Complaints@dsdip.qld.gov.au												
Item 12	Right to Information and Disclosure (clause 33 of Conditions of Offer): The Principal's RTI Unit details are as follows: RTI Coordinator: Agency: Department of State Development, Infrastructure and Planning Address: PO Box 15009, City East, Brisbane Q 4002 Email: rti@dsdip.qld.gov.au Information regarding Right to Information can be found via www.qld.gov.au/right-to-information . Right to Information applications can be made on-line via http://www.smartservice.qld.gov.au/services/information-requests/home.action .												
Item 13	Proposed Timeframe: The anticipated timeframes for the Invitation are: <table><tr><td>Release to Market:</td><td>9 July 2013</td></tr><tr><td>Cut-off for acceptance of information/clarification questions:</td><td>22 July 2013</td></tr><tr><td>Closure of Invitation:</td><td>02 August 2013</td></tr><tr><td>Contract Award date:</td><td>29 August 2013</td></tr><tr><td>Completion date – Part 1 Design (excluding approvals):</td><td>20 December 2013</td></tr><tr><td>Contract completion date – Part 2 Construction Interface Services:</td><td>30 November 2014</td></tr></table> The Principal reserves the right to alter the above dates throughout the Invitation Process should the need arise.	Release to Market:	9 July 2013	Cut-off for acceptance of information/clarification questions:	22 July 2013	Closure of Invitation:	02 August 2013	Contract Award date:	29 August 2013	Completion date – Part 1 Design (excluding approvals):	20 December 2013	Contract completion date – Part 2 Construction Interface Services:	30 November 2014
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Contract completion date – Part 2 Construction Interface Services:	30 November 2014												

SECTION 2 – CONDITIONS OF OFFER

2.1 Conditions of Offer

- 2.1.1 Along with any additional conditions of offer as detailed in clause 2.2 below, the Conditions of Offer that will govern this Invitation to Offer process can be accessed via the following hyperlink: [Conditions of Offer Version 004 - dated 1 July 2012](#)
- 2.1.2 The Principal reserves the right to issue amended Conditions of Offer during the Invitation Process.
- 2.1.3 It is the responsibility of the Offeror to familiarise itself with the contents of the Conditions of Offer and Conditions of Contract, as detailed in this Invitation.

2.2 Additional Conditions of Offer

2.2.1 Additional Definition For Conditions Of Offer:

“Customer” means the State of Queensland or other entity specified in Item 1 of Section 1 of this document, who may seek to procure the goods and/or services.

“Principal” means the State of Queensland or other entity specified in Item 1 of Section 1 of this document, who may seek to procure the goods and/or services.

“Sustainable Procurement” means that when buying goods and services, organisations practicing sustainable procurement will consider:

- strategies to avoid unnecessary consumption and manage demand;
- minimising environmental impacts of the goods and services over the whole-of-life of the goods and services;
- suppliers' socially responsible practices including compliance with legislative obligations to employees; and
- value for money over the whole-of-life of the goods and services, rather than just initial cost.

2.2.2 Disclosure Of Information

The Principal will publish a summary of the Contract, awarded with a value exceeding \$10,000.00 on the Queensland Government Marketplace website, at the conclusion of this ITO Process.

2.2.3 Industry Briefing

No industry briefing will be undertaken.

2.2.4 Quality Assurance

In accordance with the Queensland Government's Quality Assurance Policy, the Principal has assessed the level of risk for the Deliverable as being moderate. As a result selected elements of the AS/NZS ISO 9001:2000 Standard or approved industry/professional system or standards are required to be addressed and successfully evaluated by Queensland Government Evaluators or Auditors.

The associated elements of the AS/NZS ISO 9001:2000 Standard relevant to the Deliverable are:

Essential selected elements <i>(required)</i>
<ul style="list-style-type: none">• 4.2.3 Control of documents• 4.2.4 Control of records• 5.5.1 Responsibility and authority• 5.5.2 Management representative• 6.2.2 Competence, training and awareness• 7.2.1 Determination of requirements related to the product• 7.5.5 Preservation of product• 8.2.4 Monitoring and measurement of product• 8.3 Control of nonconforming product

SECTION 3 – SPECIFICATIONS

3.1 Purpose

The purpose of this specification is to:

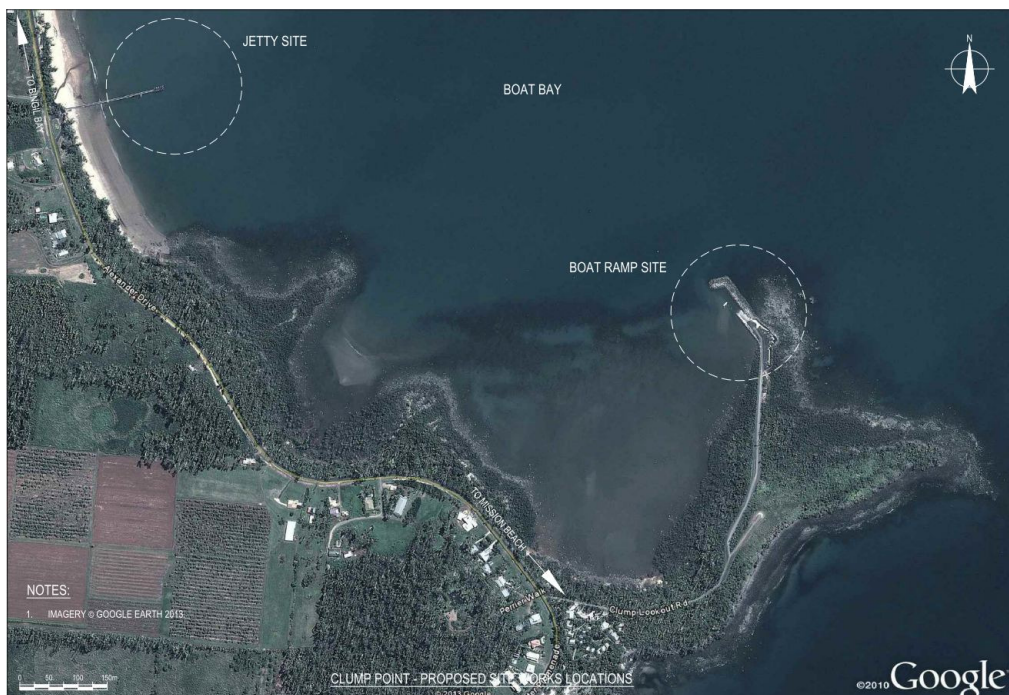
- define the requirements for the Successful Offeror to develop preliminary designs and cost estimates,
- identify a preferred solution,
- undertake detailed design development,
- prepare tender documentation and
- provide a construction interface for the delivery of new boating infrastructure in Boat Bay at Clump Point, Mission Beach (Figures 1 and 2).

The Queensland Government through the Department of State Development and Infrastructure Planning (DSDIP) (the Principal) plans to enhance the boating facilities in Boat Bay by improving conditions for the loading and unloading of passengers and goods under ambient conditions.

Figure 1 - Locality plan



Figure 2 - Site plan



3.2 Objectives

The objective is to assess the feasibility of the available infrastructure concepts, taking into account the existing infrastructure in Boat Bay and the outcomes described in the report *Mission Beach Safe Boating Infrastructure – Options Workshop, March 2013* together with stakeholder feedback.

Wave protection options at both the new Jetty (under construction) and the Boat Ramp, should be investigated for development. Concepts at these sites should consider the inclusion of pontoons and gangways for safety purposes. The implications for landside facilities and services from the introduction of such structures and low impact options to enhance existing facilities also need to be considered.

The Successful Offeror is to provide a design that:

- is functional and safe in relation to berthing of boats for the purpose of loading and unloading of passengers and goods
- is functional and safe in relation to the movement of passengers whilst waiting, boarding and disembarking
- minimises impacts on the environment
- minimises impacts on visual amenity
- represents good value for money in terms of “whole of life” costs and through benefits realised by the local community
- complies with the Disability Discrimination Act 1992 (DD Act) through the application of the Disability Standards for Accessible Public Transport 2002 (DSAPT)
- is structurally resilient to the extreme events (i.e. category 5 cyclones) used to determine the design loads
- incorporates the use of durable and low maintenance materials to minimise ongoing operational costs and
- satisfies regulatory approval requirements.

Accordingly, DSDIP seeks the assistance of a suitably qualified Offeror to carry out design services that will ultimately lead to the construction of infrastructure in Boat Bay.

3.3 Scope

The work described in this brief addresses completing the design process, securing the relevant environmental and development approvals, and preparing construction documentation for the preferred infrastructure solution(s). The Successful Offeror is to provide construction interface services for the construction phase of the project.

The work is to follow a logical order of development:

- concept designs and costing of options
- decisions on infrastructure to proceed to detailed design based on multi-criteria analysis
- detailed design, drawings, and specifications to enable the Principal to engage a construction contractor
- approvals and permits and
- construction interface services.

3.4 Background

Boat Bay is located approximately 130 kilometres south of Cairns in Far North Queensland, on the northern side of the Clump Point headland just north of the villages of Mission Beach and Wongaling. The Bay is designated as a Reserve for Local Government (Boat Harbour) Clump Point purposes (R1649 – Lot 550 on NR7351). Cassowary Coast Regional Council (CCRC) is the trustee for Boat Bay Reserve, which comprises an area of 136 hectares, under section 23(1) *Land Act 1994*.

Existing facilities within Boat Bay include the Clump Point Jetty at Narragon Beach, which is owned and maintained by CCRC. The timber Jetty was damaged by Cyclone Yasi in February 2011 and is being replaced by a new concrete structure which is scheduled for completion in September 2013 along with the demolition of the timber jetty. A public boat ramp (owned and maintained by the Department of Transport and Main Roads (DTMR)) and associated pontoon (owned and managed by CCRC) are located at Clump Point. The boat ramp and pontoon are protected by a rock breakwater which is owned and managed by DTMR. Since the breakwater protects the boat ramp from direct exposure to the elements under most conditions, it remains the primary point of departure for commercial tourism operators who transport passengers, to the Great Barrier Reef and to Dunk and Bedarra Islands. However, the boat ramp, pontoon and breakwater are also used by recreational boaties and people fishing at Clump Point. Inevitably, friction has resulted as both the commercial and recreational users contend for limited space at these facilities.

There is community recognition for facilities in Boat Bay to be improved to meet current and future needs but this must be balanced with the environmental values and constraints at this locality. A number of conceptual infrastructure options have been scoped and undergone some preliminary investigation. The high-level conceptual studies (refer *Report for LGIS Marine Structures: Clump Point Jetty (June 2011)* and *Report for Clump Point and Dunk Island Jetty: Further Investigations – Wave Barrier Options (March 2012)*) provide the basis for further assessment.

On 30 November 2012, DSDIP commissioned a workshop comprising coastal engineering, environmental and community consultation specialists to review available options and other alternatives in an endeavour to better understand the feasibility and scale of infrastructure improvements that could be considered for further investigation within various environmental, engineering and budgetary constraints. The workshop concluded that options at the Jetty and Boat Ramp were worth investigating further.

Subsequently, the report *Mission Beach Safe Boating Infrastructure: Options Workshop (February 2013)* was presented to key stakeholders in Mission Beach on 15 March 2013. DSDIP conducted individual stakeholder meetings the following week in Mission Beach (refer *Mission Beach Stakeholder Meetings: 20-22 March 2013*) which revealed a strong community desire for improving boating safety in Boat Bay. However, no single concept has received the community's majority support.

3.5 Inspection of the Site

The Principle will **not** conduct an inspection of the Jetty and the Boat Ramp sites which are the locations identified for consideration in the ITO. The Jetty and Boat Ramp being key pieces of community infrastructure that are used by both recreational and commercial boating operators are available to the general public at all times.

3.6 Requirements

There are two parts to the design services to be provided under the ITO.

Part 1 – Design Development Services

- Deliver designs to meet the objectives and functional requirements and produce drawings and documentation suitable for tendering and construction; and
- Prepare permit and approval applications.

Part 2 – Construction Interface Services

- Provide construction interface services during construction.

3.6.1 Part 1 – Design Development Services

1a - Determination of design criteria

Research and review available site data, carry out a gap analysis and prepare a report on any missing critical data that is necessary to establish the design parameters.

In consultation with the Principal confirm the design criteria to be used for:

- Determining the operational limits at the Jetty and Boat Ramp sites and the tranquility requirements at the berth to enable the safe loading and unloading of passengers and goods; and
- Structural resilience of infrastructure, taking into account the relevant Australian Standards and guidelines and the occurrence of extreme events (i.e. category 5 cyclones) that generate abnormally high storm surges and waves

1b - Concept Design at the jetty and boat ramp sites

Using appropriate wave modelling and desktop analysis techniques, determine the length, plan shape, and location of a detached breakwater option and a piled wave barrier option to achieve the required tranquillity conditions for a pontoon at the jetty. In consultation with the Principal and any relevant stakeholders, confirm functional operational requirements needed to be included in concept design.

Carry out concept designs and a cost estimate analysis for each options (in accordance with DTMR Project Cost Estimating Manual Version 5) of:

- a pontoon and connecting gangway at the jetty
- a detached breakwater for the jetty
- a piled wave barrier at the jetty, and
- any other significant infrastructure at this site required to achieve the project objectives.

Implement appropriate studies to examine the siltation processes in the harbour and any newly dredged areas to determine the future maintenance dredging requirements, if applicable.

Using appropriate wave modelling and desktop analysis techniques, determine the length, plan shape, alignment and location of a possible extension of the existing breakwater at the Boat Ramp site to enlarge the extent of and improve the required tranquillity conditions in the lee of the breakwater. In consultation with the Principal and any relevant stakeholders confirm functional operational requirements needed to be included in concept design.

Implement appropriate studies to examine the siltation processes in the harbour and any newly dredged areas to determine the future maintenance dredging requirements, if applicable.

Consider options for enhancement of the existing landside facilities to support potential maritime infrastructure options.

Carry out cost estimates for all concept design options in accordance with DTMR's Project Cost Estimating Manual Version 5 including:

- a breakwater extension (or a detached breakwater)
- any structures or procedures required to minimise future maintenance dredging
- dredging of the existing boat ramp approaches, including the removal of rock debris
- new infrastructure, e.g. a new jetty or pontoon, located in the lee of the breakwater extension which can be accessed across the top of the existing breakwater
- re-positioning of existing pontoon
- an additional boat ramp
- car and trailer parking spaces adjacent to the existing car park, and
- any other significant infrastructure at this site required to achieve the project objectives.

Conduct a desktop analysis to determine environmental constraints, necessary approvals, construction methodology, cost estimates, and any other relevant information required for the purpose of undertaking a multi-criteria analysis (MCA) of the options at both sites.

1c - Multi-Criteria Assessment - Selection of preferred option(s)

The MCA process is to be conducted, by the Successful Offeror, on all of the options identified in the concept design phase. The MCA will involve the Principal, and any stakeholders nominated by the Principal, in a Workshop forum. The process will examine the concepts under a number of evaluation criteria that are assigned agreed weights, to determine the most appropriate concept(s) that should proceed to detailed design, regulatory approval and construction.

A report on the outcomes of the MCA process including the justification for selection of the preferred solution(s) is to be prepared. The Successful Offeror shall present the outcomes from the MCA process to key stakeholders at Mission Beach. Arrangements for the presentation (e.g. venue) shall be the responsibility of the Principal.

1d - Detailed Design of Preferred Solution(s)

A detailed design is required for all infrastructure elements that are identified for development through the MCA process.

The components of the detailed design include:

i) reviews of safety in design and constructability

Conduct safety in design and constructability workshops with the Principal and any stakeholders nominated by the Principal

ii) construction documentation

The following drawings and documents shall be provided by the Successful Offeror as part of the detailed design to enable the Principal to go to tender for construction:

- preliminary drawings at 50% design stage for client review
- issued for Tender (IFT) drawings with separate IFT documents for marine works and works on the land
- drawings of tidal works certified by a Registered Professional Engineer of Queensland (RPEQ) in accordance with tidal works approval requirements
- specifications for construction of the preferred solution(s) including material specifications, testing procedures, and applicable standards. These documents are for utilisation in the Principal's forthcoming Offer process to select a suitable constructor.

Documents and original signed drawings printed at A3 size shall be provided to the Principal and become the property of the Principal. Electronic copies of the signed drawings in pdf format shall also be provided to the Principal and retained by the Successful Offeror for its records. Electronic copies of the drawings in dwg format (Autocad Version 2012) shall also be provided to the Principal.

In conjunction with construction documentation the Successful Offeror shall prepare:

- a detailed construction cost estimate for the detailed design(s) and if necessary make design modifications to ensure the design can be delivered within the nominated construction budget
- a construction schedule for the works, and
- Construction and Operational Management Plans for the works.

iii) design report

Prepare a design report that documents the design basis for all infrastructure options that proceed to detailed design. Include the results of the safety in design assessment including any requirements of the construction methodology necessary to prevent or minimise risks to health and safety in accordance with the *Work Health and Safety Act 2011*.

iv) application, permits and statutory approvals

An Environmental Impact Statement process is not predicted to be required for the project.

Applications and submissions are to be prepared for all relevant approvals. The Successful Offeror will undertake all activities associated with preparation of, and obtaining of, these required statutory approvals for construction works. These activities are expected to include, but are not necessarily limited to:

- identifying required approvals needed in support of construction works
- completing environmental surveys/studies to support detailed design and permit/approval applications
- preparation of drawings and construction methodologies needed for approvals
- preparation of relevant construction and operational environmental management plans in support of approval submissions

- preparation of required development approval and permits to enable submission and assessment (fees associated with the submission of permits and applications are not the responsibility of the Successful Offeror), and
- managing approval and permit submissions through the assessment period to secure approvals for construction works.

The Successful Offeror should anticipate any approvals likely to be required by Commonwealth, State or Local Governments to deliver the works. In responding, the Successful Offeror should provide a brief justification for any permit being considered and its applicability to the project. An estimate of the permit fees is to be provided for each of the expected approvals by the Successful Offeror in its response, however the Principal will pay these directly to the approving agencies at the time of application submission.

Design and engineering studies should seek to minimise impact on the environment for both construction and operation of the facilities. Where impacts cannot be ameliorated, offsets may be required. The successful offeror should complete relevant works to identify the need for an offset and (if required) delivery in support of permit submission. It is not expected that this project will require a detailed Environmental Impact Statement, however, consideration must be given to matters protected by both Queensland and Commonwealth legislation in defining impacts, management measures and any requirement for offsets.

Detailed design will identify and be influenced by environmental investigations and works approvals. Consultation with permitting authorities (both Queensland and Commonwealth) should be considered during design development to enable design to be informed by regulatory requirements prior to permit submission.

3.6.2 **Part 2 - Construction Interface Services**

The Successful Offeror is to provide the following construction interface services in relation to construction of the works:

- assist the Principal in responding to technical and environmental enquiries during the construction tendering process
- provide technical advice to assist the Principal in the evaluation of construction tenders
- attend the initial start up meeting with the successful construction contractor(s)
- respond to Requests for Information (RFI) during construction
- review detailed shop drawings and construction methodologies
- undertake periodic site inspections of work in progress regarding design quality, material selection, workmanship and performance against the construction documents and report to the Principal
- witness commissioning of relevant infrastructure components that require design certification
- provide Registered Professional Engineer of Queensland (RPEQ) Certification that the works below high water mark (tidal works) have been completed in accordance with the approved plans and permits
- assist the Principal with the assessment of contract variations
- review operational and maintenance manuals and “as constructed” drawings provided by the construction contractor.

Note the Principal is likely to engage a Superintendent’s Representative to manage the construction contract(s).

3.7 **Design Development**

This section outlines the design requirements for all of the structural elements that comprise the project.

3.7.1 **General**

The Successful Offeror shall provide designs that incorporate the requirements outlined in Section 3.7 and comply with the following:

- AS4997-2005 Guidelines for the design of maritime structures
- AS1428 Design for access and mobility

- All other relevant Australian Standards
- Disability Discrimination Act 1992 (DDA)
- Disability Standards for Accessible Public Transport 2001 (DSAPT), and
- All other relevant Australian codes and requirements of relevant Authorities.

Any discrepancies or ambiguities between these requirements should be brought to the attention of DSDIP for clarification.

Site information, where nominated, will be provided by the Principal for the benefit of the Successful Offeror. No guarantee is given with regard to any interpretive comments or analysis contained in this information. The successful offeror, being deemed to be experienced and skilled in engineering works of the nature and extent included in this project, shall be deemed to be fully responsible for any use, interpretation or conclusion it makes in regard to site conditions based on the information provided and all other relevant surface, subsurface, climatic, environmental and operational conditions liable to be encountered in the execution of the project.

3.7.2 **Cost estimates**

For those elements subject to detailed design, the Successful Offeror shall perform necessary quantity take-offs and prepare a detailed first principles estimate of the total project costs including cost for construction of the final design works (+/-10%), in accordance with the DTMR Project Cost Estimating Manual Version 5. The format of the estimate shall be in accordance with a DTMR schedule of rates, or as agreed in writing with the Principal.

In addition to the above estimate, the Successful Offeror shall also obtain an independent first principles estimate. The estimate shall have a 90% confidence factor.

The estimate shall be benchmarked against similar projects and contain a cash flow.

3.7.3 **Functionality specification**

The Successful Offeror shall consider the following functional requirements, which also apply, where appropriate, to any upgrading works deemed necessary to relevant maritime infrastructure in Boat Bay. The list is not exhaustive.

- Infrastructure modifications or additions to the Jetty or Boat Ramp sites (i.e. pontoon, walkway etc) are to be designed for the current commercial vessels that operate in this area
- All publically accessible infrastructure shall: be designed for low maintenance; maximise off-site prefabrication opportunities in order to minimise disruptions during construction; remain in a serviceable condition for the design life; consider “whole of life costs”; and be resistant as practicable to vandalism
- Navigational requirements shall meet all relevant Australian Standards and legislation and be in accordance with the requirements of the Regional Harbour Master (Maritime Safety Queensland – Cairns)
- Public toilets are not proposed on any of the infrastructure elements in this project
- The design of all publically accessible areas shall consider accessibility by emergency services

3.7.4 **Design life**

The infrastructure elements in this project shall have a design life of at least 50 years. The design life of dredging works (if applicable) will depend on the rate of sediment movement, the acceptable frequency of maintenance dredging, and the availability of a dredge material disposal area.

3.7.5 **Annual Exceedance Probability (AEP)**

The AEP risk levels for design and operational limits for the safe loading and unloading of passengers and goods is to be determined in Part 1a of the project (refer Section 3.6.1).

3.7.6 **Sea Level Rise**

Sea Level Rise shall be considered in all designs in accordance with the following projections (based on zero SLR in Year 2000):

Table 2 Sea level Rise

Year	Projected sea level rise (m)
2050	0.3
2100	0.8

3.7.7 **Site surveys**

Hydrographic survey of the Jetty site was conducted as part of the jetty re-instatement project. This data will be made available to the Successful Offeror on award.

3.7.8 **Geotechnical information**

Geotechnical investigations have been undertaken at the Jetty site to assist with the design of the re-instated jetty (under construction). A copy of the geotechnical investigation reports will be made available to the Successful Offeror on award.

The Successful Offeror shall review the geotechnical investigation reports and advise the Principal of any perceived deficiencies which, potentially could lead to a requirement for further investigations to be undertaken at the sites.

3.7.9 **Wave data**

Recorded wave data in Queensland is collected by the Department of Environment and Heritage Protection (DEHP) from its network of Waverider buoys along the coast. The nearest long term sites are offshore from Townsville and Cairns. The availability and cost of wave data can be obtained from DEHP.

3.7.10 **Vessel details**

Pontoon and berthing areas used for the transfer of passengers and goods on and off vessels shall be designed to suit the existing commercial vessels that operate in the area. The size limit for smaller commercial vessels using the existing pontoon at the boat ramp is: overall length 10 metres, Beam 3.4 metres and Mass 6 tonnes. Commercial vessels up to 25 metres in length and gross tonnage of 110t should be adopted for determining pontoon requirements at the jetty.

3.7.11 **Tidal data**

Tidal information for Boat Bay required to determine walkway/gangway slopes in compliance with DSAPT can be obtained from Maritime Safety Queensland (MSQ).

Tidal planes for Clump Point are available from the 2013 Queensland Tide Tables or the MSQ website and the semidiurnal tidal planes are provided in the following table.

Table 3 - Clump Point Tidal Planes

Tidal plane	LAT datum (m)	AHD* (m)
Highest Astronomical Tide (HAT)	3.62	1.94
Mean High Water Springs (MHWS)	2.72	1.04
Mean Sea Level (MSL)	1.73	0.05
Mean Low Water Springs (MLWS)	0.79	-0.89
Lowest Astronomical Tide (LAT)	0.0	-1.68

* AHD: Australian Height Datum

3.7.12 **Clump Point Jetty**

The timber jetty that was damaged during Cyclone Yasi in February 2011 is being replaced with a new concrete structure which is scheduled for completion in September 2013. Design [or “as constructed”] drawings will be made available to the Successful Offeror on award to enable the design of a pontoon and gangway to be completed. “As constructed” drawings will be provided as soon as they become available.

3.7.13 **Accessibility design**

The approach ramp to and on a pontoon shall be designed to suit the accessibility requirements under the DSAPT and DDA. However, with regards to a hinged gangway connecting the jetty/waiting area to the pontoon which moves up and down with the tide, the slope shall be no steeper than 1 in 14 for at least 80% of time. All other fixed ramps and walkways shall comply with the requirements of AS1428.

All gangways, walkways, and ramps shall be able to accommodate the manoeuvring of a mobile stretcher with patient.

3.8 Studies

3.8.1 **Environmental**

As identified in Section 3.6.1 Part 1d the Successful Offeror will be responsible for obtaining all permits needed to achieve construction of the facility. It is expected that a number of environmental or other technical investigations will be required to facilitate permit submissions. The Successful Offeror will also be responsible for obtaining any permits required to conduct studies delivered under the ITO, e.g. Marine Parks Permit.

As noted under Part 1d, assessment of the project through an Environmental Impact Statement process is not predicted to be required. Accordingly, the baseline investigations that may be required are considered to be those focussed on supporting submission of approvals permits, especially GBRMPA's Marine Parks Permit. These will need to be tailored according to the intended design following the MCA. A number of environmental studies may require seasonal investigation and it is expected these would be commenced prior to completion of that process.

Environmental studies that may require seasonal investigation in support of approvals are expected to include, at a minimum, baseline water quality investigations and benthic primary producer habitat studies. The Successful Offeror should, in its response, identify and allow for any other investigations deemed required to secure approvals. Consideration should be given to economic, social, environmental or safety investigations. In proposing any investigations the Successful Offeror should provide adequate justification for the proposed investigations in the offer response forms.

Any environmental investigations proposed should be completed to establish potential impacts from construction works and enable identification of relevant management and mitigation measures to avoid or ameliorate those impacts.

The Successful Offeror shall prepare Construction and Operational Management Plans, if necessary, to support applications for project approvals.

3.8.2 **Technical**

A number of technical studies will be required to support the concept designs required and provide the necessary information to assist the MCA. Broadly, these will encompass: hydrodynamic and wave modelling studies; studies to determine the effect of the proposed works on coastal processes; and other studies and investigations related to the detailed design.

Offerors are required to provide details of the types of studies that are included in their proposal together with justification for those studies. Wave modelling should consider the full range of modelling techniques that are available, including desktop analysis, mathematical models, and physical scale models.

3.9 Communication, consultation and stakeholder management

The Successful Offeror will be responsible for engaging relevant stakeholders nominated by the Principal in order to:

- provide stakeholders with timely and accurate information and gain their feedback on the operational limits at the Jetty and for any new infrastructure at the Boat Ramp, taking into account the operational limits for vessels and the tranquillity requirements at the berth for the safe loading and unloading of passengers and goods (Part 1a) and
- confirm stakeholder feedback regarding functional operational requirements needed to be included in concept design (Part 1b)

Contact with stakeholders can be conducted through telephone discussions and may be supplemented by face to face interviews where required.

Other communication activities will include a regular Project update (e.g. newsletters or email broadcasts) to ensure stakeholders remain informed of the progress of the project.

A presentation of the final concept designs is to be conducted in Mission Beach for key stakeholders. The outcomes of the MCA process (Part 1c) shall be provided and the rationale in identifying the preferred solutions shall be explained.

Government and other stakeholders include but are not limited to:

- Cassowary Coast Regional Council
- Department of Transport and Main Roads
- Department of Environment and Heritage Protection
- Maritime Safety Queensland and volunteer marine rescue
- Community interest and environmental groups
- Djiru people
- Local fishing and recreational boating groups
- Commercial operators and
- Mission Beach Tourism and Business

Offerors should provide details on how they will undertake, manage and report on interactions with stakeholders throughout the project, including the stakeholder management methods to be adopted, and how these techniques have worked successfully on a project of similar scale or nature.

The Principal shall be the contact point for public enquiries.

3.10 Project timeframes

The timeframe for the delivery of Design Development Services is:

- Part 1 – 16 weeks to complete the design services (with the possible exception of project approvals) from commencement of the Contract.

It is intended that the presentation of the report on the Multi-Assessment Criteria process will notionally occur between Weeks 6 to 10 after the Contract commencement date. Offerors should provide in their response a detailed schedule which outlines tasks, durations and nominates an MCA date and other key milestones for completion of the work.

Please note the Principal's office will be closed from 25 December 2013 to 1 January 2014 inclusive.

- Part 2 – on an “as required” basis during the construction period in 2014.

The timeframe for the Construction Interface Services will continue through until practical completion of the construction which is planned to occur during the 2014 “dry” season. The commencement of construction is dependent on the timing of project approvals.

The Contract completion date for ITO No.DSDIP-2127-13 is 30 November 2014 but completion of construction may be achieved before this date provided there is no significant delay with project approvals.

3.11 Deliverables

3.11.1 Drawings and specifications

- Concept designs and cost estimates for an MCA for the Jetty site and Boat Ramp site.
- RPEQ certified drawings and specifications for construction of all infrastructure elements subject to detailed design.
- Construction and Operational Environmental Management Plans.

3.11.2 Reports

- Data gap analysis report
- Report of MCA process and outcomes justifying selection of designs that were subject to detailed engineering, costing and assessment
- Technical reports of investigations completed to facilitate permit and approvals applications
- Environmental report for each investigation conducted to inform design and facilitate permit and approvals applications
- Design basis report for the detailed design, including safety in design documentation
- Summary of any stakeholder consultation completed during the course of the design development phase in support of project outputs
- Quality Management Plan for construction, including inspection and testing plans
- Construction Work Program
- Operation, maintenance and inspection information for relevant assets

3.11.3 Cost Estimates

- Options analysis cost estimates for each of the concept designs at the two sites
- Risk adjusted P90 cost estimates for the construction of those elements for which detailed design was undertaken

All costing shall be GST exclusive.

3.11.4 Approvals

This deliverable includes all permit and approval application submissions with required supporting documents to achieve regulatory approval and permitting of design for construction.

Statutory approvals for the construction works should be prepared and submitted on behalf of the Principal as part of the Design Development Services phase of the project. The Principal shall be responsible for the payment of application fees applying to project approval applications.

3.12 Experience

It is desirable for Offerors to have familiarity and experience in the design of maritime infrastructure of a similar scope and complexity to this Invitation Requirement. This includes knowledge and understanding of the environmental and technical studies that will need to be conducted to support applications for permits and approvals to enable construction to proceed.

3.13 Key Personnel

The proposed key personnel included in your offer must undertake the project work associated with this ITO. Any need to substitute at any time the nominated key personnel must be prior approved by the DSDIP Project Manager.

The Project Manager will only consider alternative key personnel where those substitutes have the same skills and experience as those originally nominated.

3.14 Methodology

The Offeror shall provide information in Response Form 6.6 that details the approach and methodology the Offeror will adopt to undertake the project requirements.

The Offeror should:

- identify the mathematical wave model technique for concept design and the level of modelling to be used for the detailed design of options (i.e. 2D or 3D modelling) - advise whether modeling expertise is available in-house or will be out-sourced
- describe other technical investigations to support design development
- outline the steps involved in the multi-criteria analysis process
- nominate who will produce the first principles cost estimate for the detailed design(s)
- list, describe and justify the approvals and any other requirements that would be needed to construct and operate each design concept (state the estimated fee for each application), and
- list, describe and justify the environmental studies / investigations proposed to support applications for necessary approvals (identify who will be conduct these studies / investigations).

3.15 Reporting

The Successful Offeror will provide both verbal and written communication with the Principal's Project Manager on a regular basis.

A teleconference is required each week to outline the progress made in the previous week and activities planned for the week ahead. Progress information and emerging issues shall be confirmed by email.

A written monthly report is to document the progress made during the period against the schedule, highlight any design issues summarise stakeholder interactions and advise on the status of environmental and technical studies.

3.16 Proposed Services and Pricing

The Offeror's pricing is to be submitted on Response Form 6.2

The collective price for Parts 1a, 1b and 1c of the Design Development Services shall be a firm, all inclusive lump sump price i.e. the price does not change for the duration of the Contract, unless the scope of the work changes.

As the infrastructure options that could proceed to Detailed Design are yet to be determined, Offerors are asked to provide a firm, all inclusive **provisional** lump sump price for consideration by the Principal, for each of the infrastructure options that could potentially be identified for development through the MCA process and be subject to the requirements of Part 1d – Detailed Design.

A **provisional** lump sump price for Part 1d (Detailed Design) is required for each of the following:

- a pontoon and connecting gangway at the jetty
- a detached breakwater for the jetty
- a piled wave barrier at the jetty

- a breakwater extension at the boat ramp
- any structures or procedures required to minimise future maintenance dredging
- dredging of the existing boat ramp approaches, including the removal of rock debris
- new infrastructure, e.g. a new jetty or pontoon, located in the lee of the breakwater extension which can be accessed across the top of the existing breakwater
- re-positioning of existing pontoon
- an additional boat ramp
- car and trailer parking spaces adjacent to the existing car park

The provisional sum shall include for relevant environmental and technical studies along with the deliverables associated with project approval applications. The cost of the Design Report shall not be included in the provisional sums for the above infrastructure options.

Provisional sums shall be the basis for payment for the detailed design of those infrastructure options that are identified for development from the MCA process. Should a selected infrastructure element change materially in size, scope and price from what could reasonably be expected by an Offeror experienced and skilled in maritime works of this nature, the Principal shall negotiate and agree a price variation with the Successful Offeror in accordance with Clause 28 of the Conditions of Contract.

A separate, firm, all inclusive lump sum price shall be provided for the Design Report delivered under Part 1d.

The price for Part 2 – Construction Interface Services shall be a firm, all inclusive lump sum price i.e. the price does not change for the duration of the Contract, unless the scope of the work changes.

3.17 Pricing breakdown – additional information

To assist the Principal with the evaluation of offers a schedule of proposed hours and hourly rates for key personnel should be provided to support the pricing for each item in Response Form 6.2

Key Personnel	No. Hours proposed	Hourly Rate (Excl GST)	Total Price (Excl GST)
	hrs	\$	\$
	hrs	\$	\$
Total			\$

This information is to enable the evaluation panel to obtain an understanding of the pricing basis of the Offer.

3.18 Milestones – Payment Schedule

The payment of fees shall be based on the milestones outlined in the following payment schedule.

Milestone	Timeframe / requirement	% Payment
Establishment Meeting	Within 1 week of Contract Commencement	10% of lump sum for Parts 1a, 1b and 1c
Presentation of MCA report	Week 6 to week 10 of Contract Commencement	80% of lump sum for Parts 1a, 1b and 1c
Submission of Design Report	Following completion of detailed design of all selected infrastructure options	10% of lump sum for Parts 1a, 1b and 1c
Submission of Design Report	Following completion of detailed design of all selected infrastructure options	100% of lump sum price for Part 1d – design report

Completion of detailed design for each selected infrastructure option identified through the MCA process	Upon completion and handover of documentation listed in Section 3.6.1 – Part 1d 'construction documentation' for the respective selected infrastructure option	90% of provisional lump sum for detailed design of the respective infrastructure option
Obtain project approvals	Upon decisions on all project approvals for the respective infrastructure option	10% of provisional lump sum for detailed design of the respective infrastructure option
Construction Interface Services	Monthly following commencement of construction contract	pro rata monthly time percentage of lump sum for Part 2

3.19 Payment of Fees

Payment of fees will be made within thirty days of receipt of the Contractors correctly rendered invoice/s. Payment is subject to the successful delivery of the services to the Principals satisfaction.

Any faults or non-compliance with the specifications are to be rectified prior to final payment.

Offerors may nominate for consideration alternative payment of fees.

The preferred payment option is via Electronic Funds Transfer (EFT) to a nominated bank account.

3.20 Referees

Offerors are required to nominate a minimum of two current or recent clients of the Offeror who would be able to act as referees. Offerors should ensure that the referees used are customers where the requirements were of a comparable scope and complexity to this ITO.

Offerors are required to provide details including contact names, telephone number and positions held as required in the Schedule of Particulars. The Principal reserves the right to contact these clients during the evaluation process to obtain independent testimony on the Offerors previous performance.

SECTION 4 – OFFER EVALUATION PROCESS AND CRITERIA

4.1 Evaluation Process

4.1.1 The Offer evaluation process will involve an assessment of Offers received against the criteria listed below. The Principal reserves the right to short-list Offers during the evaluation process using the evaluation criteria contained below. The evaluation process may also involve:

- discussions with Offerors;
- references;
- financial and corporate checks; and/or
- a demonstration from short-listed Offerors.

4.2 Evaluation Criteria

4.2.1 Offers received will be evaluated against the following criteria. The weightings ascribed to each criterion will be applied consistently to all Offers.

- Offerors Demonstrated Ability to Deliver the Requirements of the Specification as detailed in Section 3
- Offerors Demonstrated Experience
- Ability to Meet Timeframes
- Offerors Proposed Methodology
- Price

Specific questions for each criterion are provided in Response Form 6.5 - Schedule of Particulars

4.3 Response Forms

The Response Forms as contained within Section 6 have been included to allow Offerors to respond to the Invitation. It is a requirement of the Invitation that each Response Form be completed for each Offer submitted. Page limits apply to the responses to questions in Response Form 6.6 - Schedule of Particulars.

Offerors must ensure that the font, questions, numbering and headings of each Response Form are not altered in any way, unless consent has been granted by the Principal. Offerors who fail to comply with any of the above requirements may be considered to have submitted a non-conforming Offer.

SECTION 5 – CONDITIONS OF CONTRACT

5.1 Conditions of Contract

- 5.1.1 The terms and conditions in the [Conditions of Contract Version 004 - dated 1 July 2012](#) along with any additional Conditions of Contract as detailed in clause 5.2, will govern any Contract established as a result of the Invitation process, unless otherwise specified in Response Form 6.4, Schedule C – Additional Provisions of this Invitation.
- 5.1.2 The Principal reserves the right to issue amended Conditions of Contract prior to entering into a Contract with the Successful Offeror, as and when required.

5.2 Additional Conditions of Contract

- 5.2.1 Nil

SECTION 6 – RESPONSE FORMS

NOTE TO OFFEROR:

The Offeror must complete **ALL** of the following Response Forms as part of its Offer in accordance with clauses 2.2 and 4.1 of [Conditions of Offer Version 004 - dated 1 July 2012](#)

Response Form 6.1 – Offeror Authorisation and Certification

Information Required	Details
Please specify the legal entity type of the Offeror:	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Overseas Incorporated Company <input type="checkbox"/> Trust <input type="checkbox"/> Other – please specify
Please specify the legal name of the Offeror: <ul style="list-style-type: none"> if Offeror is an individual - specify the full name (including given names and surname) and address of each individual; if Offeror is a partnership - specify the full name and address of each partner; if Offeror is a company – specify the full company name; if Offeror is a trust - specify: <ul style="list-style-type: none"> the legal name and address of each trustee authorised to make the Offer on behalf of the trust; and the name of the trust. 	insert legal name of Offeror
Offeror's Australian Company Number (ACN) (if applicable):	ACN: insert ACN
Offeror's active Australian Business Number (ABN):	ABN: insert ABN OR If no ABN – have you submitted a 'Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise' form? Yes <input type="checkbox"/> No <input type="checkbox"/>
Offeror's registered Business Name (BN) (if applicable):	insert registered Business Name
Is the Offeror registered for GST?	Yes <input type="checkbox"/> No <input type="checkbox"/>
State or Territory in which Business / Corporation / Individual is registered:	insert State or Territory
Name of Holding Company / Corporate Group (if applicable):	insert name of Holding Company or Corporate Group
Business Profile As part of the Offer process, each Offeror must include a copy of their Business Profile. <ul style="list-style-type: none"> Does your Offer include your Business Profile? 	Yes <input type="checkbox"/> No <input type="checkbox"/>
Offeror's Postal Address:	insert Offeror's postal address
Offeror's Street Address (registered office address of the Offeror):	insert address
Contact Name:	insert name of contact person

Contact Phone:	insert Offeror's phone number
Contact E-mail:	insert Offeror's email address
Contact Facsimile:	insert Offeror's facsimile number
Is it proposed to sub-contract any part of the Goods and/or Services? If "YES", please specify full name and address of each sub-contractor and their relevant experience and expertise in relation to the offered Goods and/or Services:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are Notices relating to the potential Contract to be directed to the above Contact Name and details? If "NO", please insert alternative details:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is there any part of the Offer of concern to the Offeror, if released under the Right to Information Act 2009 (Qld)? If "YES", please specify the component of your Offer and which of the following categories it relates to: <i>Note: This information is being sought for the purposes of applying any relevant exemptions that might be available under the Right to Information Act 2009 (Qld). However, the Principal can give no guarantee to the Offeror that the information will be protected from disclosure under the Right to Information Act 2009 (Qld).</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes", please specify which of the following categories is applicable to the above component: <input type="checkbox"/> Trade Secret <input type="checkbox"/> Commercial value <input type="checkbox"/> Results of research <input type="checkbox"/> Confidential nature

Response Form 6.1 – Offeror Authorisation and Certification (con't)

Authorisation, Certification and Execution by an Offeror (company)		
The Director and Director/Secretary named below certify that in submitting the Offer on behalf of the Offeror:		
a) they have read, understood and complied with the requirements of the Invitation; b) the enclosed Response Forms are a true and accurate account of their Offer; and c) they have provided details of any proposed Additional Provisions in Response Form 6.3.		
Signed for and on behalf of:)	
insert Offeror's name)	
insert Offeror's ABN)	
insert Offeror's ACN)	
in accordance with s.127 of the Corporations Act 2001 (Cth))	
this insert date day of insert month, insert year)	
by)	
insert full name of Directors)	Signature of Director
)	
insert full name of Director/Secretary)	Signature of Director/Secretary

Where an attorney executes the Offer on behalf of an Offeror, the form of execution must indicate the source of this authority and a certified copy provided to the Principal.

OR

Authorisation, Certification and Execution by an Offeror (individual or partnership (*) (+))		
I, the Offeror/authorised signatory named below, certify that in submitting the Offer:		
a) I have read, understood and complied with the requirements of the Invitation; b) the enclosed Response Forms are a true and accurate account of my Offer; c) I have provided details of any proposed Additional Provisions in Response Form 6.3; and d) I am duly authorised to execute this Offer on behalf of the Offeror.		
Signed for and on behalf of:)	
insert Offeror's name)	
insert Offeror's ABN)	
this insert date day of insert month, insert year)	
by)	
insert full name of Offeror/authorised signatory)	
in the presence of)	Signature of Offeror/authorised signatory
insert full name of witness)	
)	Signature of witness

Where an attorney executes the Offer on behalf of an Offeror, the form of execution must indicate the source of this authority and a certified copy provided to the Principal.

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process and Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process and Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by law.

NOTE TO OFFEROR

(*) If an Offeror is an individual or partnership, then the above execution clause will be applicable.

(+) If the Offeror is a partnership, then all partners associated with the partnership must execute the above clause, unless authorisation has been given to an attorney.

Response Form 6.2 – Proposed Services and Pricing

The Services offered by the Offeror are as follows:

Description	Unit Price (Excl. GST)	Price (GST component only)	Total Price (Incl. GST)
Firm lump sum price for the requirements in Specification 3 – Section 3.6.1 Parts 1a, 1b and 1c	\$	\$	\$
Firm lump sum price for the Design Report delivered under Specification 3 – Section 3.6.1 Part 1d.	\$	\$	\$
Firm lump sum price for the requirements in Specification 3 – Section 3.6.2 Part 2 – Construction Interface Services	\$	\$	\$
Sub total Fixed Offer Price			\$
Provisional lump sum price for Part 1d (Detailed Design) for a pontoon and connecting gangway at the jetty	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for a detached breakwater for the jetty	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for a piled wave barrier at the jetty	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for a breakwater extension (or a detached breakwater) at the boat ramp	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for any structures or procedures required to minimise future maintenance dredging at the boat ramp	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for dredging of the existing boat ramp approaches, including the removal of rock debris	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for new infrastructure at the boat ramp, e.g. a new jetty or pontoon, located in the lee of the breakwater extension which can be accessed across the top of the existing breakwater	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for re-positioning of existing pontoon at the boat ramp	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for an additional boat ramp at the existing boat ramp site	\$	\$	\$
Provisional lump sum price for Part 1d (Detailed Design) for car and trailer parking spaces adjacent to the existing car park at the boat ramp	\$	\$	\$
Sub total Provisional Offer Price			\$
TOTAL OFFER PRICE			\$

Pricing Breakdown – Additional Information

As requested in Section 3.17 Offerors should provide a schedule of proposed hours and hourly rates for key personnel to support the pricing for each item in Response Form 6.2.

Key Personnel	No Hours Proposed	Hourly Rate (Excl GST)	Hourly Rate (Excl GST)
	hrs	\$	\$
	hrs	\$	\$
Total			\$

This information is to enable the evaluation panel to obtain an understanding of the pricing basis of the Offer.

If successful, payment will be within thirty (30) days of receipt of a correctly rendered invoice by the Principal, subject to the satisfactory performance of the Contractor. In the event that the Contractor submits an invoice that is not a correctly rendered invoice, the Principal will notify the Contractor to submit a correctly rendered invoice. Payment would then be made within thirty (30) days of receipt of a correctly rendered invoice by the Principal subject to the satisfactory performance of the Contractor.

The Contractor is invited to submit an invoice for payment in accordance with the payment schedule in Section 3.18.

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process and Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process and Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by law.

Response Form 6.2 – Proposed Services and Pricing (con't)

Other Pricing Issues (clauses 1.1 and 11 of the Conditions of Contract)

Description	Response
Offerors must specify any conditions that may affect the Pricing offered in their Offer.	insert conditions that may affect the Pricing offered in the Offer
<p>Please specify any other Price or cost that may be charged to the Principal for the supply of the Goods and/or Services under the Invitation.</p> <p>For each Price, specify:</p> <ul style="list-style-type: none"> the nature of the Pricing; the circumstances under which it will be incurred; and total Price (including GST). 	insert details of any other Price that may be charged to the Principal for the supply of the Goods and/or Services
<p>Specify that the Prices offered are:</p> <p>"Firm" - that is the Price does not change for the duration of the Contract, unless the scope of the work changes;</p>	The price offered is to be firm.

Discount and Rebate (clause 11 of Conditions of Contract)

Offerors are required to provide details of any proposed discount or rebate arrangements. Please complete the following table with sufficient detail, including situations where the discount or rebate offered will **not** apply.

Description	Response
Discounts	
Trade discount offered:	TRADE: insert %
Early payment and settlement discount offered:	SETTLEMENT: insert % DAYS: insert number of days
Quantity break discounts offered:	insert details of any quantity break discounts offered
Circumstances under which a discount becomes applicable:	insert details of circumstances under which a discount becomes applicable
How the discount arrangement will operate:	insert details of how the discount arrangement will operate
Rebates	
Rebate offered:	insert details of any rebate offered
Circumstances under which a rebate becomes available:	insert details of the circumstances under which a rebate becomes available
How the rebate arrangement will operate:	insert details of how the rebate arrangement will operate

Response Form 6.2 – Proposed Services and Pricing (con't)

Payment Method (clause 11 of Conditions of Contract)

Description	Response
Can payment by corporate credit card be accepted by the Offeror? [Note: Government departments and agencies primarily use Mastercard as their corporate card/purchasing card but Offerors may need to consider other types of credit cards]	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other payment methods acceptable to the Offeror (e.g. cheque, electronic funds transfer, etc).	insert other payment methods
Restrictions to apply on the above methods of payment.	insert details of any restrictions that apply on the above methods of payment

Insert Offeror's Company	insert authorised signatory name
insert date	Authorised Signature:

Response Form 6.3 – Proposed Additional Provisions

NOTE TO OFFEROR

The Offeror is required to identify and describe in detail in this Response Form any proposed Additional Provisions to the Invitation or [Conditions of Contract Version 004 - dated 1 July 2012](#), which are located via the previous weblinks.

If no proposed Additional Provisions are specified, and if the Offer is accepted, the terms of the Contract will include those specified in the [Conditions of Contract Version 004 - dated 1 July 2012](#) and the Specifications in their entirety.

All proposed Additional Provisions **must** be listed in the same sequence as they appear in the Invitation.

Sections	Clause Number	Proposed Departures/Variations/Additions
Section 3 – Specifications	insert clause number	insert details of proposed departures, variations, additions
	insert clause number	insert details of proposed departures, variations, additions
Section 5 – Conditions of Contract	insert clause number	insert details of proposed departures, variations, additions
	insert clause number	insert details of proposed departures, variations, additions
Section 6 – Response Form 6.4 Schedules of Contract		
Schedule A – Order	insert clause number	insert details of proposed departures, variations, additions
	insert clause number	insert details of proposed departures, variations, additions
Schedule B – Goods and/or Services and Pricing	insert clause number	insert details of proposed departures, variations, additions
	insert clause number	insert details of proposed departures, variations, additions

Insert Offeror's Company	insert authorised signatory name
insert date	Authorised Signature:

Response Form 6.4 – Schedules to Conditions of Contract

NOTE TO OFFEROR

If a Contract is awarded to the Offeror as a result of the Invitation Process, Schedules A, B and C which are to be completed below, and if acceptable to the Principal, will form part of the Contract in accordance with clause 2.1 of the [Conditions of Contract Version 004 - dated 1 July 2012](#), which is located via the previous weblink.

In the Invitation, the Principal has completed and/or identified those items which it requires for the purposes of the Contract. These items are easily identified as they are **shaded in grey**. The Offeror must therefore complete all other items which are **NOT** shaded below to assist in the evaluation process.

If the Offeror wishes to amend any items **shaded in grey** as completed by the Principal, these will constitute departures from the Invitation, and the Offeror must identify those amendments in Response Form 6.3 – *Proposed Additional Provisions*.

Schedule A – Order

The below Schedules A, B and C must be read in conjunction with the [Conditions of Contract Version 004 - dated 1 July 2012](#) along with any additional Conditions of Contract as detailed in Schedule C.

No.	Reference Clause No.	Contract – Reference Clause	Details
1.	1.1	Principal	<p>Name: State of Queensland (acting through the Department of State Development, Infrastructure and Planning)</p> <p>ABN: 29 230 178 530</p> <p>Address: 63 George Street Brisbane Qld 4000 (PO Box 15009 City East Qld 4002)</p>
2.	1.1	Contractor	<p>Name: insert full name of Contractor</p> <p>ABN/ACN: insert Contractor's ABN/ACN</p> <p>Address: insert Contractor's address</p> <p>Telephone: insert Contractor's telephone</p> <p>Facsimile: insert Contractor's facsimile</p> <p>Email: insert Contractor's email</p> <p>Contact: insert name of the person representing the Contractor for the Contract</p>
3.	1.1 & 10	Approved Expenses	<p>Insert full details including the amount of any Approved Expenses for which the Contractor will be entitled to be reimbursed.</p> <p>Specify the maximum amount payable to the Contractor by the Principal under the Contract, if applicable.</p>
4.	1.1 & 3	Commencement Date	The Commencement Date is the date of the Acceptance Letter issued by the Principal to the Contractor or as otherwise agreed between the parties in writing.
5.	1.1 & 3 & 6.2(c)	Completion Date	30 November 2014
	1.1, 3.1 & 6.1	Contract Term	The Contract Term is from the Commencement Date to the Completion Date.

6.	1.1 & 6.2 (a)	Delivery Date/Period	The Delivery Period is as agreed between the parties in writing from time to time throughout the Contract Term.
7.	9	Performance of Key Personnel If Key Personnel are associated with the Contract, the Contractor must provide names and qualifications of all personnel who are to undertake the Services for the Contractor	Name: insert full name Qualifications: insert all relevant qualifications
8.		INTENTIONALLY LEFT BLANK	
9.	1.1, 5 & 6.3(b)	Project Manager	Name: Position: Telephone: Facsimile: Email:
10.	1.1	Site	Level 3, 63 George Street, BRISBANE QLD 4000
11.	6.2(b)	Provision of the Goods and/or Services - milestones	Provision of Design Development Services within 16 weeks of the Commencement Date
12.	6.2(d)	Provision of the Goods and/or Services – periodic or recurrent Services	Not Applicable
13.	6.4(a)	Provision of the Goods and/or Services – Key Performance Indicators (KPIs) or performance standards	Not Applicable
14.	6.5	Provision of the Goods and/or Services - Assistance to be provided by the Principal	Not Applicable
15.	7.2	Requirements for Goods	Not Applicable
16.	1.1 & 14	Performance Guarantee	Not Applicable
17.	1.1, 12 & 15	Financial Security	Not Applicable
18.	1.1 & 18 1.1, 18.7 & 18.8	Intellectual Property Rights in New Contract Material Moral Rights	Clause 18.3 applies - Intellectual Property Rights in New Contract Material vest in the Principal Not Applicable
19.	19	Confidentiality	Not Applicable
20.	1.1 & 20	Privacy & Personal Information	Not Applicable
21.	22	Liability	3 times the value of the Contract.
22.	24.1(b)	Insurance – Public Liability	The Contractor is required to have and maintain for the duration of the Contract \$10Million Public Liability Insurance

			Sum Insured: insert amount to be insured Policy No.: insert policy number Insurance Provider: insert insurance provider Named Insured: insert name on the policy Expiry Date of Policy: insert expiry date of policy Is a copy attached? Yes <input type="checkbox"/> No <input type="checkbox"/>
23.	24.1(c) & 24.3	Insurance - Professional indemnity	The Contractor is required to have and maintain \$ 2Million Professional Indemnity Insurance for a minimum period of four years from the latter of the Completion Date or last Contract Termination Date. Sum Insured: insert amount to be insured Policy No.: insert policy number Insurance Provider: insert insurance provider Named Insured: insert name on the policy Expiry Date of Policy: insert expiry date of policy Is a copy attached? Yes <input type="checkbox"/> No <input type="checkbox"/>
24.	24.1(d)	Insurance - Other insurances	Not Applicable
25.	1.1 & 32.1(a)	Notices – Principal’s address for notices	Address: PO Box 15009 CITY EAST QLD 4002 Level 7, 63 George Street BRISBANE QLD 4000 Facsimile No: 3235 4563 Email Address: Ian.McFarland@dsdip.qld.gov.au
26.	1.1 & 32.1(b)	Notice - Contractor’s address for notices	Address: insert Contractor's address for Notices Facsimile No: insert Contractor's facsimile no. for Notices Email Address: insert Contractor's email address for Notices
27	34.11	Complaint Management	Position: Complaints Manager Email: Complaints@dsdip.qld.gov.au

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process and Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process and Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

Insert Offeror's Company	insert authorised signatory name
insert date	Authorised Signature:

Schedule B – Goods and/or Services and Pricing

NOTE TO OFFEROR

If a Contract is awarded to the Offeror as a result of the Invitation Process, this Schedule B will be completed by the Principal in accordance with the Offeror's Offer or as otherwise negotiated between the Parties and accepted by the Principal, and will form part of the Contract in accordance with clause 2.1 of the [Conditions of Contract Version 004 - dated 1 July 2012](#), which is located via the previous weblink.

Schedule B – Goods and/or Services and Pricing will be completed by the Principal in accordance with Response Form 6.2 of this Invitation to Offer unless otherwise agreed in writing between the parties.

Schedule C – Additional Provisions

NOTE TO OFFEROR

If a Contract is awarded to the Offeror as a result of the Invitation Process, this Schedule C will be completed by the Principal in accordance with the Offeror's Offer or as otherwise negotiated between the Parties and accepted by the Principal and will form part of the Contract in accordance with clause 2.1 of the [Conditions of Contract Version 004 - dated 1 July 2012](#), which is located via the previous weblink.

Schedule C – Additional Provisions will be completed by the Principal in accordance with Response Form 6.3 of this Invitation to Offer unless otherwise agreed in writing between the parties.

These terms and conditions reflect departures, variations and/or additions to the Specifications and/or [Conditions of Contract Version 004 - dated 1 July 2012](#), and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Principal and/or Contractor.

Response Form 6.5 – Quality Assurance

1. Do you have the Quality Assurance Certification system as specified in Section 2, Conditions of Offer of this Invitation?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If "YES" please attach copies of your Quality Assurance Certificate and capability statement and complete Question 5. If "NO", please proceed to Question 2.		
2. Do you have an approved industry/professional system?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If "YES", please attach evidence of compliance (e.g. Certificate/Letter of Recognition/Letter of Compliance) and capability statement and complete Question 4b. If "NO" please proceed to Question 3.		
3. Do you have a Quality Assurance System recognised by the Queensland Government as self-assessed?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If "YES", please attach a copy of your Letter of Recognition Self-Assessed Quality Assured Supplier" issued by the Queensland Government and complete Question 5. If "NO" please proceed to Question 4a.		
4a Do you have a system for ensuring consistency of Goods and/or Service?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If "YES", please provide details of the system and attach to your Offer. If "NO" please proceed to Question 4b.		
4b Do you have a Certification/Industry Body commissioned to carry out an audit of your system?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If "YES", please indicate: Name of Certification/Industry Body: Date of last External Audit: If "NO", are you prepared to submit to an external audit by the Queensland Government/Industry Body?		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Quality Assurance Contact Details.		
Name of Offerors representative:		
Position Title of Offerors representative:		
Telephone No.:		
Facsimile No.:		
Email Address:		

Insert Offeror's Company	insert authorised signatory name
insert date	Authorised Signature:

Response Form 6.6 - Schedule of Particulars

Instructions to Offeror:

For each requirement, please indicate whether the proposed Offer complies or does not comply and provide sufficient information to enable the evaluation panel to gauge the level of fit with the requirements and to obtain an understanding of the Offer.

If a Contract is awarded to the Offeror as a result of this ITO process, this Schedule and any attachments, if accepted, will form part of the Contract.

Offerors must address each point below.

Offerors Demonstrated Ability to Deliver the Requirements of the Specification

1a	Provide a detailed description of your proposed services that demonstrate your ability to deliver the requirements as specified in Section 3 – Specification Offerors must state any deviations from the specified requirements in Response Form 6.3 Limit the information to five (5) pages
1b	Provide details of proposed team and their experience to undertake the requirements as specified in Section 3 – Specification. Nominate the construction liaison person to interface the design and construction. Limit the information to a one (1) page CV for each key person.
1c	Explain how project continuation is able to be assured even if, for whatever reason, the services of the Offerors nominated key personnel were to become unavailable during the life of the project. Limit the information to two (2) pages

Offerors Demonstrated Experience

2a	Provide details of your demonstrated relevant experience in developing, assessing, identifying and designing maritime infrastructure of a similar scope and complexity to the requirements outlined in Section 3 – Specification of this ITO. Refer to a minimum of two recent projects. Limit the information to five (5) pages
2b	Include as a minimum the client name, value of the project, project title, description, length of engagement, key personnel nominated from your organisation and the roles they fulfilled, your strengths throughout the project. Limit the information to one (1) page per project Project 1: Project 2:
2c	Provide details of two referees that relate to the nominated projects detailed in your response to question 2 above. Project that this referee relates: Company Name: Contact Name and Position Title: Contact Phone No: Contact Email: Project that this referee relates: Company Name: Contact Name and Position Title: Contact Phone No: Contact Email:

Ability to Meet Timeframes

3a	Provide a detailed schedule that demonstrates your organisations ability to meet the timeframes as specified in Section 3 – Specification. Limit the information to three (3) pages
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3b	Provide details of any potential issues that could impact the project timeframe detailed in Section 3 – Specification. Highlight tasks that could potentially affect the program timing and detail any contingency plan that would be implemented to manage completion of the project within the timeframe, or minimise delays, if one of these issues occurred. Limit the information to three (3) pages
Offerors Proposed Methodology	
4	Provide details of your approach and methodology to undertake the project requirements. Refer Section 3.14 Limit the information to ten (10) pages
Other Items	
5	Expiry Date of Offer: Offers must remain valid for a minimum period of 90 days from the Closing Date of offers. Does the Offer comply?
	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If No, have you provided full details in Response Form 6.3?
	Yes <input type="checkbox"/> No <input type="checkbox"/>
6	Does the Offer comply with the Specification and Conditions of Contract applicable to this ITO?
	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If No, have you provided full details in Response Form 6.3?
	Yes <input type="checkbox"/> No <input type="checkbox"/>

Insert Offeror's Company	insert authorised signatory name
insert date	Authorised Signature:

Response Form 6.7 – Check-List

NOTE TO OFFEROR

The checklist is provided to assist Offerors submitting a conforming Offer. The list is not exhaustive and should not be relied upon as the sole quality check. Prior to submitting an Offer, Offerors should use the following checklist to ensure that all key information has been complied:

	Check List Questions	Have you met this requirement:
1	Have you read and understood the Conditions of Offer Version 004 - dated 1 July 2012 , as referenced in Section 2 of the Invitation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Have you read and understood the Conditions of Contract Version 004 - dated 1 July 2012 as referenced in Section 5 of the Invitation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Are you submitting your Offer in accordance with Section 1 of the Invitation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Have you signed your Offer on the "Offer Authorisation and Certification" page of Response Form 6.1?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Have you answered all questions and responded to all requirements specified in the Response Forms?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6	Have you entered the name of the organisation making the Offer at the end of each Response Form (as requested)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7	Have you checked all other lodgement requirements of the Invitation to ensure your Offer is prepared and addressed correctly? (Refer to Section 1 and Section 2 of the Invitation)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If your answer to any of the above questions is "**NO**", your Offer may be considered non-conforming, in accordance with clause 9 of the Conditions of Offer Version 004 - dated 1 July 2012 which is located via the previous weblink.

Insert Offeror's Company	insert authorised signatory name
insert date	Authorised Signature: