



## **REQUEST FOR QUOTATION**

**For**

**CONSULTANCY ACCESS STRATEGY DEVELOPMENT**

**2025-2030**

**RFQ REFERENCE NO:** 2024-ACCESS

**RFQ CLOSING TIME:** Friday/16 August 2024/ 2pm CST

**RFQ SUBMISSIONS:** Email submissions to:

**Angela O'Donnell**

Executive Manager Community and Cultural Services

Email: [angela.odonnell@darwin.nt.gov.au](mailto:angela.odonnell@darwin.nt.gov.au)

Telephone: 08 8930 0522

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**2023-ACCESS****1 OVERVIEW**

City of Darwin require a suitably qualified consultant to undertake the community engagement and development of our new Access Strategy. The Access Strategy will run from 2025-2030 in line with City of Darwin's 2030 Strategic Plan.

Quotations are invited for the scope and deliverables listed below, subject to the request for quotation (RFQ) requirements in Section 4 of this document, and the Standard Terms and Conditions of Supply of Services in Attachment 2. All background documents referenced in this RFQ are listed in Attachment 3 and emailed along with this RFQ.

This RFQ is a competitive process to identify the most appropriate service provider. It does not seek to establish any binding commercial or legal terms and conditions between City of Darwin and any party.

Acceptance of the successful RFQ shall be given in the form of a purchase order issued for the cost specified in the proposal. Delivery of the service must be in strict accordance with the project delivery scope provided in the consultant's proposal.

**2 BACKGROUND & OBJECTIVES**

City of Darwin have committed to the development and delivery of a five year Access Strategy and seek consultant to undertake the community engagement and development of the strategy:

- Create a flexible, outcomes-focused Access Strategy to be referred to and drawn upon by Council, and other relevant community stakeholders.
- Alignment with City of Darwin's 2030 Strategic Plan – City for People. City of Colour.
- Define how Council will measure outcomes and demonstrate the success of the work undertaken over the life span of the Strategy.

**3 SCOPE & DELIVERABLES**

Proposals need to include the below scope and deliverables, with costs broken down in accordance with each aspect. Alternative scopes are also acceptable based on your specialist knowledge and experience, so long as the above objectives are still met.

The Consultant will:

- Undertake a review of relevant Access and Disability plans, policies, action plans, research, and consultation reports.
- In line with City of Darwin's Community Engagement Policy and reflecting the International Association for Public Participation (IAP2) Principles of Engagement, develop and present an engagement and communications plan to the Project Control Group. The plan should reflect two engagement phases, with the first phase designed to seek community and stakeholder input and feedback, and the second phase designed to inform the community and stakeholders of how their input has influenced the final Strategy.

- Implement the actions included in the communications and engagement, namely conduct meaningful and inclusive stakeholder and community engagement and communication activities across all wards and deliver these in an accessible fashion. These actions will include, but are not limited to:
  - Development and implementation of agenda and activities for stakeholder workshops, focus groups and/or interviews
  - Development and distribution of correspondence with stakeholders
  - Copy writing for Engage Darwin website, including online survey, fact sheet, FAQs
  - Graphic design for fact sheet
  - Development of social media content
  - Graphic design and media buy for advertising.
- Develop and present an Engagement Outcomes Report to the Project Control Group following the completion of the first phase of engagement, outlining the feedback received during the engagement process, for presentation to City of Darwin's Council for receiving and noting.
- Use findings of engagement process and literature review to inform development of a draft Access Strategy 2024-2030 that includes:
  - Articulation of City of Darwin's role in supporting and improving accessibility
  - A statistical snapshot of disability across Darwin
  - Up to five priority areas supported by objectives, outcomes, and measures
  - Overview of existing City of Darwin infrastructure and programs that support accessibility
  - Identification of opportunities for new social and physical infrastructure
  - Page-at-a-glance overview of the Access Strategy 2025-2030
- Prepare an Implementation Plan for the Access Strategy 2025-2030 that identifies City of Darwin's role as a provider, funder, regulator, partner, facilitator and/or advocate in relation to identified priorities and objectives
- Provide details on how the final Access Strategy 2025 – 2030 can be presented and made available in accessible format/s.

The consultant is to deliver a report that presents the methods and results of the above tasks. This includes the following:

- **City of Darwin Access Strategy 2025-2030**
- **City of Darwin Access Strategy 2025-2030 on a page**
- **Engagement and communications plan**
- **Engagement report.**

Please don't hesitate to contact us if there is any other information that would assist in refining your proposal.

#### **4 RFQ REQUIREMENTS**

**City of Darwin IS SEEKING RFQ PROPOSALS THAT ADDRESS THE FOLLOWING:**

##### **OWNERSHIP OF THE RFQ DOCUMENTS**

All RFQ documents become the property of City of Darwin upon their submission. City of Darwin may make copies of the RFQ documents for any purpose related to this project, in particular for evaluation of the RFQ.

**NATURE OF RFQ**     The RFQ is not:

- An offer of any kind, or
- Intended by City of Darwin to create legal relations with any person receiving or responding to it.

##### **COSTS BORNE BY REGISTRANTS**

All costs and expenses incurred by Registrants in any way including product demonstrations associated with the submission of a RFQ will be borne entirely and exclusively by the Registrants.

##### **RIGHT TO EXTEND CLOSING DATE**

City of Darwin may in its absolute discretion at any time before the closing date, extend the closing date. Prospective Registrants will be contacted in this regard.

##### **LODGEMENT OF RFQ**

All proposals must be lodged through via email to [angela.odonnell@darwin.nt.gov.au](mailto:angela.odonnell@darwin.nt.gov.au) prior to the RFQ closing time.

The size of the files you wish to transfer will determine how long it takes to make a submission. It is strongly recommended that if your file(s) are in excess of 10MB in total and/or you are transferring data from within a corporate network that you are able to do so without restriction. We suggest you speak with your network administrator or IT staff and advise them of the size of the files you intend to submit, to ensure that internal file size restrictions in your network or from your PC do not prevent you from sending the email.

DO NOT leave your submission to the last minute. City of Darwin will not accept late submissions. If you need assistance, please contact the person on the front cover of the request for quotation before the closing time.

Subject to any extension by City of Darwin of the RFQ Closing Time, late proposals will not be accepted.

##### **EXTENSION OF TIME**

City of Darwin, at its absolute discretion, may extend the RFQ Closing Time for the submission of proposals.

The RFQ is to be received no later than the closing date and time on the front cover of this RFQ package.

## 5 SELECTION CRITERIA AND REQUIREMENTS

**ASSESSMENT CRITERIA** The following criteria will be used to assess submissions from consultants:

- Overall response to project and ability to address the project outcomes and tasks
- Project methodology
- A strong understanding of disability and access issues as they relate to Northern Territory settings, and specifically Darwin.
- Previous experience and a successful track record in achieving quality outcomes in similar projects, including related qualifications for, experience in, and commitment to genuine community engagement, preferably within the Darwin or the Northern Territory population
- A good knowledge of the principles of participation, interagency collaboration and community development
- Engagement skills, including IAP2 certifications, for consulting and ensuring an equity and diversity of voice is resonant in the content
- Credibility within the disability and support sector of Darwin
- Consideration of communication accessibility tools such as Easy Read in delivery of the Access Strategy.
- Commitment to an innovative and flexible preparation and delivery of the final plan, this includes an awareness of a need to use appropriate and inclusive language.

ASSESSMENT CRITERIA		
Performance Measure	Weighting	
Local Content (Mandatory)	20%	Credibility within the disability and support sector of Darwin.  Local connections, employment, and relationships.
Price	10%	
Past Performance	15%	Previous experience and a successful track record in achieving quality outcomes in similar projects, including related qualifications for, experience in, and commitment to genuine community engagement, preferably within the Darwin or the Northern Territory population.
Technical Expertise	30%	A strong understanding of disability and access issues as they relate to Northern Territory settings, and specifically Darwin. Engagement skills, including IAP2 certifications, for consulting and ensuring an equity and diversity of voice is resonant in the content.  CVs and experience of the team.  Commitment to an innovative and flexible preparation and delivery of the final plan, this includes an awareness of a need to use appropriate and inclusive language.

First Nations	10%	Employment of First Nations people. Engagement and experience with First Nations organisations and providers.
Methodology and Accessibility	15%	Project methodology. Overall response to project and ability to address the project outcomes and tasks. A good knowledge of the principles of participation, interagency collaboration, and community development. Consideration of communication accessibility tools such as Easy Read in delivery of the Access Strategy.

Commitment to an innovative and flexible preparation and delivery of the final plan, this includes an awareness of a need to use appropriate and inclusive language.

#### **Quality of Concept Proposal and Timeframes**

Provide timeframes for the development and implementation of the project.

RFQ submissions will be assessed by a panel comprising City of Darwin staff members.

The decision on the selection of the approved proposal may be determined by City of Darwin. City of Darwin reserves the right to shortlist any or no applicants, and to vary the process outlined in this document at its discretion.

#### **City of Darwin's RIGHT TO VARY THE PROCESS**

City of Darwin reserves the right at any stage to amend, vary, discontinue or supplement the process set out in this RFQ package.

#### **OWN ENQUIRIES**

All financial or other information contained in this RFQ or any Attachment is for the assistance of Registrants, but no representation or warranty in respect of that material or by any other means made by or on behalf of City of Darwin (and/or its agents) is binding on City of Darwin (and/or its agents) or actionable by the Registrant.

Registrants are required to obtain their own legal, financial or other advice and to make their own enquiries in relation to the information contained in this Information Memorandum and the Attachments.

No responsibility is accepted by City of Darwin (and/or its agents) as to the accuracy of any such financial or other information or for the omission of any relevant information.

## **ATTACHMENT 1**

### **CONDITIONS OF REQUEST FOR QUOTATION (RFQ)**

Registrants must submit all the information sought in the RFQ Package. RFQs will not be considered unless the following mandatory requirements are complied with:

#### **1. REQUEST FOR QUOTATION LODGEMENT**

All proposals must be lodged through the City of Darwin by email at [angela.odonnell@darwin.nt.gov.au](mailto:angela.odonnell@darwin.nt.gov.au)

#### **2. NO CANVASSING**

Canvassing of City of Darwin Officers or Elected Members of City of Darwin is not permitted and could result in the proposal being disqualified.

#### **3. RFQ PACKAGE**

If in any doubt as to the true meaning of any of the information or RFQ documents comprised in the RFQ Package, or if any provision, description or other matter is considered to be contradictory or inconsistent with any other provision, description or other matter. Registrants must immediately notify City of Darwin.

City of Darwin will consider all requests for clarification, and determine whether or not to provide any interpretation of the documentation upon which clarification has been sought.

#### **4. COPYRIGHT**

The RFQ Package must not be copied for use by other persons. If unauthorised copies of the RFQ Package are made, City of Darwin takes no responsibility for failure to provide any Addenda to persons in receipt of unauthorised copies of the RFQ Package.

#### **5. CONFIDENTIALITY**

City of Darwin will endeavour to respect the confidentiality of submissions and will not disclose them to the public except where the disclosure is permitted or required by law.

In deciding whether or not to disclose RFQ submissions requested under Freedom of Information (FOI) legislation, City of Darwin will ensure that the FOI officer receives advice from a legal practitioner.

All Registrants will be required to maintain confidentiality with respect to their own competing submissions and will not be permitted to advance their own bids via the media without the prior written approval of City of Darwin.

#### **6. REQUEST FOR QUOTATION EVALUATION PROCESS**

City of Darwin will evaluate the RFQs according to the information sought in the RFQ Package and as provided by the Registrant.

Further information to substantiate RFQ submissions may be requested. This process is not to be construed as an opportunity to amend a quotation.

A Registrant shall not take a request for information as an indication that their RFQ will be successful.

#### **7. TAILOR RFQ SUBMISSIONS**

Registrants are encouraged to tailor their submissions according to the RFQ evaluation criteria. To assist with evaluation, the RFQ submission should be based on the same topics and set out in the same order as the topics in this Package.

#### **8. DECLARE CONFLICT OF INTEREST**

Registrants must declare any conflict of interest that may detrimentally affect or be perceived to detrimentally affect the Registrant's (or agent's) relationship with City of Darwin (or Elected members) at the time of submitting the RFQ.

#### **9. RFQ CLOSING**

The RFQ closes at the time and date on the front cover of this RFQ Package. RFQs must be lodged by the closing date and before the closing time.

#### **10. AMENDMENTS TO RFQ PACKAGE**

If for any reason City of Darwin requires any amendment to the RFQ Package, this will be undertaken by way of Addendum issued to all those who received the RFQ Package.



**ATTACHMENT 2****STANDARD TERMS & CONDITIONS OF SUPPLY OF SERVICES**

**City of Darwin** \_\_\_\_\_

(or such company as may be named in Schedule 1)

**Provider**

Being the Party from whom the Services have been requested pursuant to the order referred to in Schedule 4.

1. The Provider shall supply the Services specified in Schedule 2 with diligence and to a standard expected of a professional experienced in providing Services of this type for the price stated in Schedule 6, and within the time stated, unless varied in writing by City of Darwin. Variation in time shall not form a basis for extra costs and shall not invalidate this order.
2. Unless otherwise directed in this order, the Provider shall at its own cost supply all labour, and all material, plant and equipment (goods) ancillary to the Services necessary for the completion of this order. All labour and goods used shall be in all respects in strict accordance with the terms and conditions of this Order and shall comply with the requirement of all relevant authorities and standards.
3. All Services shall be supplied and performed at the site stated in Schedule 3 unless otherwise agreed in writing.
4. The Provider warrants that any goods supplied under this Order for Services are free of all charges, liens, and encumbrances whatsoever and that the Seller has a good and unencumbered title to them and that no patent, trademark or copyright is infringed by the supply of the goods. Any actions brought against City of Darwin based upon any cause of action arising from any such breach of warranty will be the liability of and shall be at the sole expense of the Provider. All statutory warranties shall apply and are not negated. The Provider indemnifies City of Darwin in respect of any breach of warranty under these conditions, or under Statute.
5. (a) City of Darwin shall at all times have the authority to inspect and reject all goods which form part of the Services during manufacture and after delivery whether paid for in full or part, which do not conform to the requirements of this Order, and in addition to all other rights, may retain or suspend payments on such goods until rectification is complete. City of Darwin will notify the Provider in writing of such rejections.
- (b) City of Darwin shall at all times have the authority to reject that part of the Services other than the supply of goods during the performance of the Services which do not conform to the requirements of the order referred to in Schedule 4 and in addition to all other rights, may retain or suspend payments in respect of such services until rectification has taken place. City of Darwin will notify the Provider in writing of such rejections.
6. Any variation to the Order will be confirmed by issue of an amendment in the form of a Change Order signed for or on behalf of City of Darwin, and no variation shall be valid without such a Change Order.
7. (a) The Provider warrants and guarantees all goods forming part of the Order to be fit for the purpose supplied for a period of 12 months after practical completion of the Project to City of Darwin for which the services are supplied.

- (b) The Provider warrants and guarantees that the Services have been provided in accordance with the Order and for the purpose contemplated by the Order and will rectify any part of the services which do not so comply for a period of 12 months after practical completion of the Project to City of Darwin for which the services are supplied.
8. It is a condition of this Order that the Provider agrees with City of Darwin that pre-estimated liquidated damages for late completion of the Services at the rate of 1% of the Purchase Price per week, with a maximum of 10% of the Purchase Price shall apply.
9. If the Provider intends to claim extension of time for the performance of the services for reasons which it claims to be caused by events beyond its reasonable control, then it shall submit such a claim in writing immediately the delay has become apparent and City of Darwin shall grant such extension if it determines that such extension has been so caused.
10. In the event of failure to observe these terms and conditions by the Provider, or in the event of an insolvency event as defined hereafter City of Darwin shall at its discretion:
- (i) Stop payment on the Order, and/or
  - (ii) Cancel the Order, or
  - (iii) Transfer the work or part thereof to another Contractor without prejudice to any other rights of City of Darwin.
- In the event of the transfer or the work or part thereof to another Contractor, City of Darwin shall be entitled to recover from the Provider any additional costs and expenses incurred by reason of such transfer.
11. Should any condition of the face of the Order be at variance with any of these Standard Terms and Conditions, the conditions on the face of the order shall override the Standard Terms and Conditions.
12. It is a condition of the Order that in addition to any Head Contractors site safety rules (where the goods have been ordered for a Project where there is a Head Contractor and City of Darwin has been notified of such Project), the Provider shall accept and conform to the safety rules and regulations of City of Darwin and its subsidiaries in force at this date and as amended during the currency of this Contract. It shall be the responsibility of the Provider to inform itself of the current rules and where City of Darwin and Head Contractor safety/rules conflict, the more stringent rule shall take precedence.
13. The Provider shall effect the following Insurances with a reputable Insurance Company carrying on business in Australia in respect of all the Employees associated with the performance of the Services.
- (a) Compensation and Common Law Liability in accordance with statutes in force applicable to the Services which shall cover all workers of the Provider;
  - (b) Public Risk Liability in an amount of \$20 million in any one event covering any liability of either the Provider or City of Darwin in respect of the Services whether at the Site or otherwise.
  - (c) The risk and interest of the Provider shall be noted on each Policy which shall on request be available for inspection by the Provider
14. The Provider may not assign or sublet any part of the Services without the consent in writing of City of Darwin.

15. The Provider acknowledges that it has examined the Site to which the services are to be supplied, has read and taken into consideration all specifications furnished by City of Darwin required for the purposes of the services, and obtained all information and approvals it requires from all sources (including all Statutory and Local City of Darwin approvals), for the purposes of supplying the services.
16. The Provider must ensure:
- (a) That its Personnel are competent and experienced in the type of work they are undertaking and are professional, courteous and responsive to City of Darwin and to all Visitors to the Site to which the Services are to be supplied.
  - (b) The responsibility for control for all Employees on the Site to which the Services are provided shall be that of the Provider and the Provider shall take no action or provide or sign any document or enter into any transaction which would result in any third party being entitled to regard the Employees as being Employees of City of Darwin.
  - (c) All responsibility for industrial relations with the Employees shall rest with the Provider.
  - (d) In the event of the completion of Schedule 5 there shall be a Defects Liability Period. In that circumstance City of Darwin shall be entitled to retain from any instalments or any final payment of the Price which shall be payable to the Provider that percentage of the Price as may be stated in Schedule Six which shall not be accounted for to City of Darwin until the expiry of the Defects Liability Period. Within seven days of the completion of the supply of services City of Darwin shall notify the Provider of any defects in the services or the goods informing part of the services and the Provider shall make these good within the Defects Liability Period. Upon the completion of the make good City of Darwin shall pay to the Provider all sums held under this clause.
- In the event that at the completion of the Defects Liability Period there shall become services still unperformed or goods not rectified or which are not rectified or resupplied as the case may be, City of Darwin shall be entitled to utilise any amount still retained towards payment of any third party which City of Darwin may employ to complete the performance of the services and rectification or supply of the goods.
17. In the event of the Provider being a person becoming Bankrupt, or being a Company if a Receiver, Liquidator or Administrator is appointed of its undertaking, or if the Provider fails to proceed with the performance of the services with reasonable diligence or in a competent manner in the opinion of City of Darwin, which opinion shall be reasonably formed, or commits a substantial breach of this Agreement, City of Darwin may by notice in writing to the Provider terminate this Agreement without prejudice to any other rights or remedies City of Darwin may have for any breach of this Agreement by the Provider.
18. Any notice or other document required to be given or served by one party to the other will be deemed to have been received if the notice is delivered by hand to the Receiver at the time of delivery, or if the notice is posted by postage on a local address to the Receiver, two days after the date of posting, or if the notice is transmitted by facsimile machine to the Receiver, upon the receipt by the Sender of a confirmation message from the Receiver.
19. For the purposes of these Standard Terms and Conditions, an insolvency event shall mean the appointment of a Receiver of a Receiver and Manager, and Administrator, a Liquidator or the convening of a meeting of Creditors (other than for the purposes of amalgamation or reconstruction), for the purposes of considering a compromise with Creditors.

### ATTACHMENT 3

#### RELEVANT EXISTING PLANS AND SURVEY REPORTS

The following background documents are relevant to this RFQ:

- [City of Darwin Access and Inclusion Plan 2019-2022](#)
- [City of Darwin Strategic Plan 2030](#)
- [City of Darwin Community Engagement Policy](#)
- [City of Darwin Communications and Media Policy](#)

Review of the following documents is also recommended:

City of Darwin's –

- [Community Inclusion Policy](#)
- [NT Disability Strategy](#) and [Northern Territory Government's Disability Strategy Action Plan 2022-2025](#)
- [Youth Strategy 2022-2026](#)

Please refer to City of Darwin Publications and forms [Publications and Forms | City of Darwin | Darwin Council, Northern Territory](#) for additional strategies including:

- Reconciliation Action Plan 2023-2025
- Community Wellbeing Plan for a Healthy Darwin 2014-2020
- Library Strategy 2020-2024
- Reconciliation Action Plan 2023-2025
- Sports Field Plan 2016-2026
- Creative Strategy 2024-2030
- Movement Strategy 2030
- Play Space Strategy 2023-2030