

PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

Contract Number:	PIEP0004399
Contract Title:	Identifying optimal locations for missing middle and medium density housing in the ACT.
Execution Date:	12 June 2024

The Customer

Name:	AUSTRALIAN CAPITAL TERRITORY established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth) represented by Environment, Planning and Sustainable Development (Customer).
Address:	480 Northbourne Avenue Dickson ACT 2602
Customer Contract Manager:	Belinda McNeice
Address for Notices:	480 Northbourne Avenue Dickson ACT 2602
Phone:	02 6207 2553
Email:	Belinda.McNeice@act.gov.au

Supplier

Name:	SGS Economics and Planning (Supplier)
ABN/ACN/ARBN:	ABN 25 007 437 729
Address:	Level 14, 222 Exhibition Street, Melbourne VIC 3000
Supplier Contract Manager:	Aliza Levy, Senior Consultant
Address for Notices:	Level 14, 222 Exhibition Street, Melbourne VIC 3000
Phone:	02 6147 2900 or 0427 093 866
Email:	alevy@sgsep.com.au

STATEMENT OF WORK**C.A.1 KEY EVENTS AND DATES**

Event	Date or Description
Contract Start Date	This Contract will commence on the date the Contract is executed. If a Contract Extension Option is set below and the Customer exercises the Contract Extension Option, the Contract will continue until the end of the extended time (unless it is terminated earlier).
Contract Term	This Contract will remain in force for a period of six (6) months from the Contract Start Date unless it is terminated earlier.
Contract Extension Option	The Customer may, at its absolute discretion, extend the contract for two (2) periods of two months contract extensions.

C.A.2 THE SUPPLIES**Services**

All services must be delivered consistent with the Supplier's Response '*Identifying opportunities in suitable locations for 'missing middle and medium density housing in the ACT'*' dated 26 April 2024 (Supplier Response) to the Request for Quote (PIEP0004399).

The scope for the project is to be consistent with the Scope of Works outlined in the RFQ/SOR PIEP0004399 – Developing suitability criteria for identifying both the optimal locations and mixtures of increased missing middle dwelling densities across residential zoned areas. The Scope for PEIP0004399 is listed below:

Scope of Services

The scope of work is to prepare a report, associated modelling data and recommendations to identify optimal locations for '**missing middle' and medium density housing** in the ACT¹. This project must respond to the following actions in the ACT District Strategies (Volume 3 – Indicative Implementation Plan):

2.4 Undertake further detailed analysis and modelling to identify future housing needs not able to be met by change areas across districts.

2.5 Investigate potential urban regeneration areas by undertaking further detailed analysis of the potential suitability of different parts of Canberra for increased housing density and diversity including consideration of the transect, and other approaches to inform urban character.

The key components of this work include:

- Identify key factors and best practice for delivering increased housing density and 'missing middle' housing based on review of best practice in other jurisdictions.

¹ Missing Middle dwelling types are generally low rise, medium density and designed to meet the needs of a diverse range household types and demographics, across different life stages. 'Missing middle' housing types may include granny flats, dual-occupancy, tri-occupancy, townhouses, terrace housing and manor houses and multi-unit developments (see ACT Housing Design Guide glossary <https://www.planning.act.gov.au/professionals/our-planning-system/the-territory-plan/design-guides#housing-design-guide>)

Medium density, mid to higher rise housing, including multi-unit developments in appropriate locations will also need to be considered (source: Statement of Requirements, page 2 'Identifying opportunities in suitable locations for 'missing middle' and medium density housing in the ACT').

- Outline and workshop suitability criteria to identify optimal locations for increased housing.
- Apply suitability criteria to identify optimal locations for missing middle dwellings and medium density housing within the urban area of Canberra.
- Utilise suitability criteria to identify 5 case study precincts in agreement with EPSDD.
- Undertake detailed analysis of precinct case studies including:
 - Prepare density analysis² for the 5 identified precincts including baseline data/mapping.
 - compare low, medium, and high dwelling yield scenarios.
 - contrast findings with current Territory Plan controls on permitted typologies and densities.
- Provide recommendations for increased housing diversity and yield based on precinct case studies and scenarios for upzoning.

The Requirements

The project has been scoped to be delivered through several sequential stages to provide the Supplier and Directorate the opportunity to review progress during the project and provide feedback about direction. Key stages and methodology overview are as follows:

The Supplier is required to:

1. **Conduct an inception and project set-up meeting and undertake data and information gathering** to provide a background to the project; address project logistics including a Project and Engagement Plan and undertake a gap analysis (data availability and gap analysis assessment).
2. **Review the current planning framework, existing studies and best practice** to investigate the key factors and best practice that have proven to be successful in delivering increased missing middle and medium density housing in other jurisdictions (nationally and internationally).
3. **Develop a set of suitability criteria for both locational (city-wide) and situational (precinct level) suitability criteria.** The suitability analysis/ criteria and identification of ‘future investigation’ areas’ that was prepared for the draft ACT District Strategies in 2023³ may be initially considered for use as a base for the locational (city-wide) criteria, noting that changes may be required, including as a result of a workshop with ACT Government Stakeholders (see item 4 below).
4. **Present the suitability criteria to a workshop of ACT Government Stakeholders for discussion, comment and agreement** (ACT Government Stakeholder Workshop No 1). The EPSDD Project Manager will organise this workshop in liaison with the Supplier.

The agreed set of locational suitability criteria and map of locationally suitable areas across the ACT will enable the identification of precinct case study areas to determine their suitability for integrating ‘missing middle’ and medium density housing and the appropriate integration of differing typologies across these study areas.

5. **Establish ‘situational’ suitability criteria** that focus on the intrinsic merits and attributes of areas that could currently, or with modification, support the range of missing middle typologies agreed in Stage 2.
6. **Apply criteria to short list five precinct case study areas for analysis.** The short list of five precinct case study areas would be identified based on the application of agreed criteria and findings from the previous stages of the project and demonstrate differences in:
 - housing typology spread and diversity; and

² Net residential density could be considered, for discussion and agreement with EPSDD.

³ The exhibited versions of the ACT District Strategies.

- precinct characteristics: such as land values, existing zoning, residential subdivision layout, orientation, built form, topography, living infrastructure, heritage overlays, National Capital Plan constraints and the potential for urban intensification. Consider proximity to facilities and services, and employment locations and possible constraints such as body corporate and infrastructure and living infrastructure.

7. Undertake scenario development including establishment of the following:

- **Baseline:** application of the locational suitability criteria to identify the maximum potential density for missing middle housing typologies (as a baseline) across the 5 precinct areas. Findings could include a diagrammatic representation for each precinct study area that indicates the missing middle dwelling typologies that would be seen under these optimal conditions.
- **Criteria optimised:** identify how the maximum potential density for missing middle housing typologies (developed in point 1 above) changes when *situational suitability criteria* are included with locational criteria. Findings could include a sensitivity analysis (maps) to indicate which situational criteria contribute most to any changes in this analysis.
- **Territory Plan compliant:** criteria-optimised scheme is tested against controls in the current Territory Plan.⁴ Consider and analyse any observed divergences between the “criteria optimised” and “Territory Plan compliant” density distributions, to determine any lessons learnt that can be adapted to the broader ACT, to enhance urban form and quality.

Note: Suitability criteria may be revised, if necessary, after testing on the case study precinct areas. Evidence of analysis should be provided in spreadsheet or 3D modelling form. Software and outputs must be consistent with ACT Government data requirements, see section 14 C.A.2 (a) 1.0 Standards.

8. Undertake scenario analysis and present findings: This stage will include further analysis of scenarios and preparation of initial findings including the following elements:

- For each of the identified precinct case study areas identify how the optimal densities would change if the following scenarios were applied:
 - Adjusting walkable catchment criteria: the desirable walkable catchment around local centres was extended to 800m and for group centres 1000m.
 - Adjusting specific situational suitability criteria (recognising that some situational criteria can be changed eg: zones, planning controls to achieve different built form outcomes) and how this may impact on density, built form, scale and zoning characteristics of identified areas. Scenarios for testing the outcomes of potential policy changes in the precincts may include:
 - Converting RZ1 to RZ2 (using the current Territory Plan zoning boundaries)
 - Consider current provisions for supportive and community housing and potential for uptake within RZ1.

⁴ For each of the density scenarios (i.e. optimal and Territory Plan defined) assume that 100% of blocks considered suitable for increased dwelling densities have their densities increased.

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- Extending RZ2 zoning to meet walkable catchment criteria, such as 400m around local centres, 800m around group centres, 1000m from frequent and rapid public transit stops.
 - Provide estimated dwelling yields for the five case study areas and existing Territory Plan residential zones. Calculate potential future yield (no of dwellings) for a low (eg: 5% of eligible blocks realised), medium (eg: 20% of eligible blocks realised) and high (eg: 40% of eligible blocks realised) scenario for each precinct case study area. Document the basis of agreed assumptions for yield scenarios.
 - With reference to the situational suitability criteria of each precinct study area, test and/or provide recommendations that consider:
 - Whether some RZ2 zoned land may be suitable for rezoning to RZ3 or RZ4 as appropriate.
 - Impact of combining residential zones (i.e. RZ3 and RZ4).
 - Present the findings of the scenario analysis at a workshop of ACT Government stakeholders (ACT Government Stakeholder Workshop No. 2)
9. **Undertake further scenario testing:** This stage will test the agreed adjustments from the scenario analysis stage.
10. **Draft recommendations and report:** This will bring together the findings from the outcomes of the information gathering, technical investigations and analysis in Stages 1-4. It will provide recommendations for housing supply and diversity informed by national trends with specific consideration for the ACT. Specifically, this stage will provide recommendations for precinct and situational criteria for optimal residential urban intensification location areas and outcomes.
- Identify any intervention measures needed to better integrate ‘missing middle’ housing with appropriate density in the ACT and for each of the study areas and generally in the RZ1 and RZ2 zones.
11. **Final recommendations and report:** this will involve refining and finalising the report, incorporating the outcomes of Stages 1-5 and any feedback received from internal stakeholders on the Draft Report.
- The report is to include an executive summary (1-3 pages), final background material documentation, final investigations for agreed sites and other material.

Deliverables and Timeframes

Key project milestones and deliverable dates are as follows and are provided as guidance for the Project and Engagement Plan to be delivered as part of Stage 1.

DESCRIPTION OF KEY MILESTONE	DUE DATE FOR DELIVERY/ STAGE COMPLETION
Stage 1 – Inception, data and information gathering and gap analysis: Draft structure of reports, project plan and consultation and engagement plan	Week 1
Stage 2 – Review current planning framework, existing studies, and best practice: Data and background analysis documentation	Week 3
Stage 3 – Develop suitability criteria and select precinct study areas Includes Government stakeholder workshop No. 1	Week 6
Stage 4 – Precinct analysis and scenario testing and built form assessment Includes Government stakeholder workshop No. 2	Week 16

Stage 5 – Draft recommendations and report	Week 17
Stage 6 – Final recommendations and report	Week 21
Stage 7 – Project close	Week 23

Reporting

Details of reporting requirements are as follows. The Supplier is to provide minutes of all meetings, stakeholder meetings and workshops. Minutes are to be reviewed by EPSDD and circulated to participants in a timely manner. Timing for feedback from EPSDD on draft Supplier reporting is to be a minimum of one (1) week for progress documentation and a minimum of two (2) weeks for the draft report, accounting for consolidation of internal comments.

REPORT TYPE	DETAILED DESCRIPTION (INCLUDING THE FORMAT: EXCEL, WORD, PDF OR OTHER)	INDICATIVE DATE OR FREQUENCY
Fortnightly updates	Email update on project status at end of each fortnight.	Fortnightly
Stage 1 – Inception, data and information gathering and gap analysis	<p>Inception Meeting agenda</p> <p>Draft structure of reports</p> <p>Review of work already undertaken by the Directorate and ACT Government data to date. Provide a data availability and gap analysis assessment.</p> <p>Project and Engagement Plan (Word, PDF) to identify the following at a minimum:</p> <p>Project Plan component:</p> <ul style="list-style-type: none"> • Updated Gantt chart with dates for deliverables • Project monitoring • Project schedule including invoicing • Quality assurance • Timing for feedback from EPSDD on materials (1 week for progress documentation, 2 weeks for draft report) <p>Engagement Plan component: will identify key ACT government stakeholders and outline a plan for engagement during the project. This will include:</p> <ul style="list-style-type: none"> • timing of project team meetings and stakeholder workshops to allow for follow-up discussions with relevant agencies. • engagement with government agencies. • presentations for, and participation in, meetings and workshops. 	Week 1
Stage 2 – Review current planning framework, existing studies, and best practice	Data and background analysis documentation (Word)	Week 3

<p>Stage 3 – Develop suitability criteria and select precinct study areas</p> <p>Consultation and engagement including Government stakeholder workshop</p>	<p>Documentation of draft locational and situational criteria and 5 precinct study areas (Format – Word, graphics, and other documentation as appropriate).</p> <p>Maps:</p> <ul style="list-style-type: none"> • urban area of ACT showing 'locational suitability' areas and • location of 5 precinct study areas for 'situational suitability' assessment. <p>Consultation and engagement phase to discuss suitability criteria (government stakeholder workshop):</p> <ul style="list-style-type: none"> • Powerpoint slides. • Prereading material in Word or PDF. • Workshop #1 	<p>Week 6</p> <p>Workshop date TBC Prereading, background information provided to Directorate contract contact officer no later than two working days prior to workshop date</p>
<p>Stage 4 – Precinct analysis and scenario testing and built form assessment</p> <p>Includes Government stakeholder workshop</p>	<p>Documentation of scenario outputs (Format – Word, graphics, plans, 3D, Excel schedules as appropriate).</p> <ul style="list-style-type: none"> • Workshop #2 	<p>Week 16</p>
<p>Stage 5 – Draft recommendations and report</p>	<p>Draft word document for feedback and draft PowerPoint slide deck.</p> <p>Minimum 2 (two) weeks to be allocated for feedback from EPSDD, accounting for consolidation of internal comments.</p>	<p>Week 17</p>
<p>Stage 6 – Final recommendations and report</p>	<p>As detailed under section C.A.2 'The Supplies' and C.A.2 (a) 'Standards and Key Performance Indicators'.</p> <p>Final pdf and word documents meet accessibility guidelines/ incorporate feedback.</p> <p>All GIS material to meet the Geospatial Deliverable Standard.</p>	<p>Week 21</p>
<p>Final report acquittal</p>		<p>Week 21</p>

Provision should be made to submit draft material for Stages 3 and 4 for review and comment by EPSDD. The Supplier is to incorporate changes required by EPSDD before submitting the final report and other outputs. Written reports (draft and final) for Stages 3-5 and relevant supporting material must document a response to the requirements of this Contract.

12. C.A.2 (a) Standards and Key Performance Indicators

Standards

Reports and all deliverables must be prepared to a high professional standard. Where appropriate, the Supplier should utilise a variety of methods to communicate analysis and findings clearly and succinctly.

All deliverables shall be edited, language vetted and proofread. EPSDD retains the right to make linguistic, graphic and numerical corrections, including editing that does not change the overarching components of the report(s), in which case the Supplier shall be informed by EPSDD about the changes.

Draft and Final Reports

The draft and final reports shall be submitted to EPSDD as:

- a Microsoft Word formatted report, presented in an easy-to-read, plain English format with technical definitions, supportive descriptive narrative, diagrams, graphic maps, tables;
- the same report in pdf format; and
- an online file sharing link containing the final report(s) along with any other associated data and documentation to enable data, text and graphics to be extrapolated for follow-on work
- all data and modelling to be provided to ACT government including 2D and 3D modelling to be compatible with ACT Government software as noted below.

The draft and final reports should include illustrative materials such as photographs, maps, plans, photomontages, spreadsheets, diagrams and other materials considered appropriate by the Supplier.

Accessibility, graphics, mapping and photos

The final documents must comply with accessibility and compatibility standards including the ACT's Accessibility Guidelines. In addition to final PDF formats for the reports, in cases where a report(s) has been produced using professional layout software (e.g. Adobe InDesign, Illustrator, CAD) the report(s) shall be submitted and packaged in agreed and native software package formats. It is required that the reports and any illustrative content within the reports be provided in agreed software package formats (e.g. diagrams produced in Adobe Illustrator should be provided as editable .ai files suitably structured and layered internally, in addition to the exported images). Spatial mapping and metadata (GIS or CAD) and all imagery should also be supplied electronically in agreed software package formats (e.g. maps and diagrams produced in AutoCAD should be provided as editable .dwg files, suitably structured and layered internally).

All data provided must comply with the ACT Government's Metadata standard and GIS mapping provided to the ACT Government in Esri format. All mapping should be clearly labelled and readily identified including legends and scales. All mapping must adhere to the ACT Government Geospatial Deliverable Standard') as requested under PIEP0004399 Request for Quotation.

All photographs and images included in the final report are to have the appropriate copyright permissions to allow the report or sections of the report to be published as a public document if required. All graphic elements shall be produced in a format and to a quality suitable for public display/media presentation(s) and inclusion in media releases.

The Supplier will ensure that all documents produced for this project acknowledge the sponsoring client, EPSDD by including ACT Government logos and names in the title block of drawings or in text documents.

Notes

1. The Supplier may be required to undertake document modifications/changes as required throughout the publishing process.
2. If data is being acquired/collected/curated as part of this contract it is expected that those datasets are owned by ACT Government and flow the requirements that are set out in the Geospatial Deliverable Standard.

Performance Indicators

The performance of Supplier will be monitored against agreed KPIs. The Supplier must achieve compliance with the KPIs, specified below, to the specified standard against each KPI, unless otherwise agreed between the Territory and the Supplier.

The KPIs will be used to measure ongoing performance and raise any issues in any contract management meetings with the Supplier. The KPIs may also be used to inform any decision on exercising any contract options available. Exercise of contract options will be at the discretion of the Territory.

Additional costs incurred by the Supplier in correcting unsatisfactory achievement of targets will be borne entirely by the Supplier.

Where a deficiency in the Supplier's performance is identified, (i.e., the Supplier fails to meet key performance indicator within the review period), the Territory and the Supplier will work together to develop a means of remedying the deficiency. Where an identified deficiency is unable to be remedied or non-performance continues despite a remedy being implemented, the Territory may seek to terminate the Contract for default.

Key Performance Indicators are as follows:

	KEY PERFORMANCE INDICATOR (KPI)	TARGET	MINIMUM STANDARD	FORMULA/ MEASUREMENT
1	Timeliness of Services, including submission of deliverables and responses to requests for information	100% of deliverables met within agreed timeframes.	90% of deliverables met within agreed timeframes.	Number of deliverables met, measured against deliverables required.
2	Accurate and well-drafted reports and documentation in the required format	100% of required written deliverables are received on time	100% of required written deliverables are received on time	Number of written deliverables received on time measured against the target.
3	Quality of Services	Effective and appropriate product delivery within agreed time and budget. Clear methodology and work program for the project.	Effective and appropriate product delivery within agreed time and budget. Clear methodology and work program for the project.	All deliverables provided to a high standard and meeting the Required Services.
4	Quality of communication	Effective and regular communication with the Project Manager and the Project Team.	Effective and regular communication with the Project Manager and the Project Team.	Regular communication maintained between EPSDD project team and Supplier project team, at a minimum meeting the Required Services.

Regular attendance at meetings by core team members.

Regular attendance at meetings by core team members.

13. C.A.2 (b) Security Requirements

Confidential Customer information or data is not permitted to be entered into any Artificial Intelligence (AI) application/s under any circumstances. This does not include publicly available Customer information or data.

14. C.A.2 (c) Workplace Health and Safety

Notwithstanding Clause C.C.31 [Work Health and Safety], the following additional Workplace Health and Safety requirements apply.

Not applicable.

15. C.A.2 (d) Delivery and Acceptance

See the *Territory's Standard Contract Terms* clause C.C.11 [Delivery and Acceptance].

16. C.A.2 (e) Meetings and Reports

The Supplier is required to attend the following meetings. The Supplier will specify dates for the below meetings in the Project and Engagement Plan to be delivered as part of Stage 1.

TYPE	ATTENDEES	FREQUENCY / WHEN	METHOD
Project inception meeting	Supplier team and EPSDD project team	Once / June 2024	This could be held face-to-face or via videoconferencing, as mutually agreed between EPSDD and the Supplier.
Project management and coordination team meeting	Supplier team and EPSDD project team	3 x milestone meetings in accordance with the Supplier Response. Supplier to provide agendas, minutes, action register, monitoring of project schedule.	This could be held face-to-face or via videoconferencing, as mutually agreed between EPSDD and the Supplier
Government agency meeting/s	Supplier team and EPSDD project team	As required / Date and time to be confirmed	As above
Government agency workshop/s	Supplier team and EPSDD project team	Two workshops (length 2 hours) for Stages 3 and 4 - Date and time to be confirmed	To be held at EPSDD's office, 480 Northbourne Avenue, Dickson, ACT, or using appropriate technology.
Site visit	Supplier team and EPSDD project team	In accordance with the Supplier Response.	Site visit to precinct study areas.

Project close out	Supplier team and EPSDD project team	Once at end of project, in accordance with Supplier Response	Online meeting
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The EPSDD Project Manager is to have a direct point of contact with a nominated officer by the Supplier who can attend short progress meetings virtually with the EPSDD Project Manager as provided for in the Supplier Response or as mutually agreed for the duration of the program.

All meetings/workshops with ACT Government stakeholders will be coordinated through EPSDD and the nominated Project Manager. The Supplier will be responsible for the arranging and coordinating of meetings with sub-Suppliers (sub-consultants).

17. C.A.2 (f) Customer Material

Background material, information and documents including those identified in C.A.2 *The Supplies*, will be provided to the Supplier to assist with the delivery of the requirements.

The Supplier shall not discuss their work with any media organisation or member of the public, other than acknowledging that they are undertaking work. Any inquiries received by the Supplier are to be immediately directed to the EPSDD Project Manager. The ACT Government shall hold copyright of all documentation prepared as part of this consultancy, including all data, modelling, and other information.

Ownership of:

- all Contract Material, including any intellectual property rights, vests on its creation with the Territory;
- all Territory Material, including any intellectual property rights, remains with the Territory; and
- all Support Material, including any intellectual property rights, remains the property of the Supplier.

18. C.A.2 (g) Facilities and Assistance Provided by the Customer

EPSDD will coordinate the booking of rooms at 480 Northbourne Avenue, Dickson office as required.

19. C.A.3 CONTRACT PRICE AND PAYMENT

The total contract price for the contract term is **up to \$199,848 (inclusive of GST)** inclusive of all travel and associated disbursements (eg: accommodation, meals, taxis, sundries). This includes a base contract price of \$174,251 (inclusive of GST) and provision if required, to re-prosecute the suitability analysis/ criteria and Future Investigation Areas that were prepared for the draft district strategies (as outlined in the optional task in the Supplier Response dated 26 April 2024) and conduct a Government stakeholder workshop on the same.

(The Government stakeholder workshop at stage three (3) (Urban regeneration areas/ FIA method) and/or Working Group may assist in determining whether there is a need to re-prosecute the suitability analysis/ criteria and Future Investigation Areas and conduct a further Government stakeholder workshop).

The Supplier will need to consult with the Customer and gain agreement for the appropriate use of funds to re-prosecute the suitability analysis/ criteria and Future Investigation Areas (if required) and to conduct a Government stakeholder workshop on the same. All invoices to be itemised with the components and payable within 30 days of receipt of a Correctly Rendered Invoice.

All invoices must be received within the contract term.

20. C.A.4 CONTRACT MANAGERS AND ADDRESSES FOR NOTICES

a. Customer and Supplier Contract Managers

The Customer and Supplier Contract Managers and addresses for notices are as specified on the front page of this contract.

21. C.A.5 SPECIFIED PERSONNEL

Specified personnel for both the Supplier and Sub-Suppliers (Sub-contractors) are to remain as specified in the Supplier Response dated 26 April 2024. Any proposed personnel are required to have comparable skills, knowledge, and experience to the specified personnel they would replace. Changes to specified personnel are to be agreed in writing by the Customer.

22. C.A.6 SUBCONTRACTORS

The Supplier, SGS Economics and Planning is fully responsible for ensuring that the deliverables, timing and quality of all work undertaken by the sub-Suppliers (sub-contractors) Place Logic Pty Ltd (ABN: 25 619 179 743) and Matte Architecture Pty Ltd (ABN: 54 647 953 865) are to the satisfaction of the Customer. In addition, the Supplier is fully responsible for ensuring all required insurances of Place Logic Pty Ltd (ABN: 25 619 179 743) and Matte Architecture Pty Ltd (ABN: 54 647 953 865) are provided to the satisfaction of the Customer.

23. C.A.7 WARRANTY PERIOD (for Supplies that include Goods)

Not applicable.

24. C.A.8 INSURANCE

The Supplier must effect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

- (a) Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.

For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.

For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.

25. C.A.9 CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)

The *Government Procurement Act 2001* (ACT), Part 3 (Notifiable Contracts) applies to this Contract.

Text of this contract considered to be Confidential Text	Applicable grounds under section 35(1) Procurement Act
C.A.2 (The Supplies) - Methodology – detailed tasks and project delivery framework	35(1)(a)(iii) disclose information (other than a trade secret) having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed;

C.A.2 (The Supplies) - Project experience	35(1)(a)(iii) disclose information (other than a trade secret) having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed.
C.A.3 (Contract Price and Payment) - Cost and timing – hourly rates, individual components of the total contract price	35(1)(a)(iv) be an unreasonable disclosure of information about the business affairs of a person
C.A.5 (Specified Personnel) - Project team – team expertise and experience	35(1)(a)(iv) be an unreasonable disclosure of information about the business affairs of a person

All text of this contract is to be treated as "Public Text", in accordance with Division 3.3 (Availability of notifiable contracts) of the *Government Procurement Act 2001* (ACT). For more information about notifiable contracts and confidential text requirements [click here](#).



TERRITORY SHORT FORM CONTRACT
ADDITIONAL CONTRACT TERMS

Not applicable

TERRITORY CONTRACT TERMS**C.C.1 Background**

- a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.
- b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.
- c) In the Contract, unless a contrary intention is expressed:
 - i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
 - ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
 - iii) words in the singular include the plural and vice versa;
 - iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
 - v) an obligation imposed on more than one person binds them jointly and severally; and
 - vi) the word "include" and any derivation is not to be construed as a word of limitation.

C.C.2 Relationship of the Parties:

- a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.
- c) In all dealings related to the Contract, the parties agree to:
 - i) communicate openly with each other and cooperate in achieving the contractual objectives; and
 - ii) act honestly and ethically; and
 - iii) comply with reasonable commercial standards of fair conduct; and
 - iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
 - v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

- a) The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

- a) The Contract is comprised of:
 - i) *Additional Contract Terms* (if any);
 - ii) *Territory Glossary of Terms*;
 - iii) *Territory Contract Terms*; and
 - iv) *Statement of Work*; and
 - v) *Contract Annex 1 – Supplementary information* (if any),unless otherwise agreed in writing between the parties.
- b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.
- c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

- a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.
- c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (f) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.28 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

C.C.8 Notices:

- a) A Notice is deemed to be effected:
 - i) if delivered by hand - upon delivery to the relevant address;
 - ii) if sent by registered post - upon delivery to the relevant address; or
 - iii) if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee.
- b) A Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

C.C.9 Assignment:

- a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a

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Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

- b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

- a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.
- c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [Subcontractors] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

C.C.11 Delivery and Acceptance:

- a) The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.
- b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [Delivery and Acceptance] and advise the Customer when it will be able to so.
- c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(d) [Delivery and Acceptance], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.
- d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the *Statement of Work* at Item C.A.2(d) [Delivery and Acceptance], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

- e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.
- i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the *Statement of Work*) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.

C.C.12 Licences Approvals and Warranties:

- a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.
- b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.
- c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

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- f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.
- g) To the extent the Supplier or a third party holds any Intellectual Property Rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.
- h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.
- i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.

C.C.13 Specified Personnel:

- a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [Specified Personnel] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
 - i) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
 - ii) is not a fit and proper person; or
 - iii) is not suitably qualified to perform the Services.
- c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

- a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.
- b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.
- c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies

to the Goods and/or Services delivered under the Contract.

- d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 [Insurances] with a Prescribed Insurer and provide the Customer with proof when reasonably requested

C.C.15 Termination or Reduction for Convenience:

- a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.
- b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and Item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.
- e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

- a) The Customer may terminate the Contract in whole or in part if:
 - i) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
 - ii) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
 - iii) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
 - iv) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- b) Subject to complying with any requirements in the *Corporations Act 2001* (Cth), the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:
 - i) is unable to pay all its debts when they become due;

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- ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).
- c) Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments:**
- a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 [*Contract Price and Payment*] of the *Statement of Work*.
 - b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
 - c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
 - d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the *Procurement Act*, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
 - e) Except if otherwise stated in this Contract, the Contract Price is:
 - i) payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;
 - ii) inclusive of GST and all other taxes, duties and charges; and
 - iii) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
 - f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.
- C.C.18 Dispute Resolution:**
- a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:
 - i) both Contract Managers will try to settle the dispute by direct negotiation;
 - ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - iii) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
 - iv) failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.
 - b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
 - c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
 - d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
 - e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
 - f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 [*Termination for Cause*] or to legal proceedings for urgent interlocutory relief.
- C.C.19 Transition In:**
- The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out:**
- If the Contract expires or is terminated under clause C.C.16 [*Termination for Cause*] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Laws:**
- The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.
- C.C.22 Compliance with Territory Laws and Policies:**
- a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.
 - b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to H below, it must:
 - i) immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and
 - ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- C.C.23 Access to Supplier's Premises and Records:**
- a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

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- b) Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996 (ACT)*, the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or *Freedom of Information Act 2016 (ACT)*.
- c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.
- d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the *Territory Records Act 2002 (ACT)*) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.

C.C.24 Information Privacy Act Requirements:

- a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
 - i) comply with the *Territory Privacy Principles (TPPs)* and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Supplier does not) act or engage in a practice that breaches a TPP or a TPP Code; and
 - ii) co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.

C.C.25 Non-Disclosure of Customer Information:

- a) The Supplier must:
 - iii) use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
 - iv) not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
 - v) notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.
- b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
 - i) required or authorised to be disclosed by law or a stock exchange;
 - ii) disclosed to the Supplier's solicitors, auditors, insurers or advisers;
 - iii) publicly available (other than through breach of a confidentiality or non-disclosure obligation); or

iv) in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.

- c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

C.C.26 Security and Safety:

- a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

C.C.27 Criminal Code:

- a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900 (ACT)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

C.C.28 Fraud:

- a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.
- b) The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.
- c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

C.C.29 Taxation:

- a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

C.C.30 Confidential Text under the Procurement Act:

- a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.

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- b) If Item C.A.9 [CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in Item C.A.9 and clause C.C.30 (c) applies.
- c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
- v) is required or authorised to be disclosed under law;
 - vi) is reasonably necessary for the enforcement of the criminal law;
 - vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - viii) is generally available to the public;
 - ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
 - x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
 - xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.
- C.C.31 Work Health and Safety**
- a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
 - b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
 - c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation .
 - d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.
 - e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).

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The following definitions apply unless the context otherwise requires, a reference to:

- (a) an Item in the form A.A.[x] – is a reference to an item in the **Territory Request for Quotation**;
- (b) an Item in the form A.B.[x] – is a reference to an item in the **Territory Standard Terms of Quotation**;
- (c) an Item in the form A.C.[x] – is a reference to an item in the **Draft Additional Contract Terms**;
- (d) an Item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- (e) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**; and
- (f) a clause in the form C.C.[x] – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

“Acceptable Quality” means quality of goods that is:

- (a) fit for all the purposes for which goods of that kind are commonly supplied;
- (b) acceptable in appearance and finish;
- (c) free from defects;
- (d) delivered at the times to the places detailed in the *Statement of Work*;
- (e) safe; and
- (f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

- (g) the nature of the goods;
- (h) the price of the goods (if relevant);
- (i) any statements made about the goods on any packaging or label on the goods;
- (j) any representation made about the goods by the Supplier; and
- (k) any other relevant circumstances relating to the supply of the goods.

“Acceptance Period” has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*], if specified.

“Acceptance Tests” has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*].

“Additional Contract Terms” means the terms and conditions set out in the section of the Contract with the heading “Additional Contract Terms”.

“Business Day” means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

“Canberra Region” means the area comprising the Australian Capital Territory and the NSW Member Councils including Bega Valley, Eurobodalla, Goulbourn-Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

“Confidential Text” means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 [*Confidential Text under the Government Procurement Act 2001 (ACT)*] as being Confidential Text.

“Contract” means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.4 [*Precedence of Documents*].

“Contract Manager” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

“Contract Price” means the total price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“Contract Term” has the meaning given in Item C.A.1 [*Key Events and Dates*].

“Correctly Rendered Invoice” means an invoice that:

- (a) is correctly addressed and calculated in accordance with the Contract;
- (b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- (c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- (d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (e) is a valid tax invoice in accordance with the GST Act.

“Customer” means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to “Customer” include any employees, agents or subcontractors of the Customer.

“Customer Information” the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;
 - (b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or
 - (c) is Personal Information,
- but does not include information that:
- (d) is or becomes public knowledge other than by breach of a Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Customer to the Supplier as not being confidential.

“Customer Material” means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in Item C.A.2(g) in the *Statement of Work*.

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

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"Draft Additional Contract Terms" means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

"Goods and Services" means:

- (a) the Goods, Services or Goods and Services and any Material specified in the Contract; and
- (b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Information Privacy Act" means the *Information Privacy Act 2014* (ACT).

"LIPP" means the Territory's Local Industry Participation Policy.

"Local" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in inter-jurisdictional procurement and trade agreements.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

"Material" means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Moral Rights" means the rights in *Part IX* of the *Copyright Act 1968* (Cth) including the right of attribution, the right against false attribution and the right of integrity.

"Notice" means an official notice or communication under the contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Personal Information" has the meaning set out in the Information Privacy Act.

"Potential Supplier" means a Respondent.

"Pre-Existing Material" means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"Prescribed Insurer" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

"Procurement Act" means the *Government Procurement Act 2001* (ACT).

"Requirement" means:

- (a) when used in the Request for Quotation, the Goods and Services described in A.A.2 [*The Requirement*]; and
- (b) when used in the Territory Contract Terms, the Goods and Services described in the section of the *Statement of Work* with the heading "The Supplies".

"Respondent" means the legal entity that submits a response to a Request for Quotation.

"Response" means a quotation lodged by a respondent in response to a Request for Quotation.

"RFQ" means a Request for Quotation.

"SME" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

"Specified Personnel" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

"Statement of Requirement" means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

"Statement of Work" means the section of the Contract, as the case may be, with the heading "Statement of Work".

"Supplier" means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

"Supplies" has the same meaning as Goods and Services.

"Support Material" is Pre-Existing Material specified as support material in the *Statement of Work* (if any).

"Territory" means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

"TPPs" means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"TPP Code" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"Warranty Period" means the period of warranty for the Goods specified in Item C.A.7 in the *Statement of Work* or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 [*Delivery and Acceptance*].

"WHS Legislation" means:

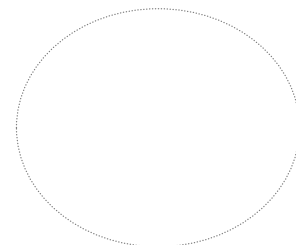
- (a) the *Work Health and Safety Act 2011* (ACT);
- (b) the *Work Health and Safety Regulation 2011* (ACT);
- (c) all instruments issued under the *Work Health and Safety Act 2011*(ACT) or the *Work Health and Safety Regulation 2011* (ACT);
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

Contract Signing Page

SIGNED AS A CONTRACT ON.....

SIGNED for on behalf of the AUSTRALIAN CAPITAL TERRITORY Signature of Territory delegate
in the presence of: Print name
..... Signature of witness
..... Print name

SIGNED by of for and on the behalf of Insert Preferred Supplier Name Insert ABN Signature of director/authorised officer/individual
..... Print name
in the presence of:
..... Signature of director/secretary/witness Signature of second authorised officer*
..... Print name Print name and position



Note

- Date:** Must be dated on the date the last party signs the contract or, if signed counterparts of the contract are exchanged, the date of exchange. Also date the cover page.
- Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution.
- Individual:** Must be signed by the individual supplier and witnessed.
- Incorporated Association:** As a minimum, two authorised officers must sign. Otherwise, the contract must be signed in accordance with the Supplier's constitution. Common seal must be affixed if required under the constitution.



1. TITLE OF PROJECT

Identifying opportunities in suitable locations for ‘missing middle’ and medium density housing in the ACT (hereafter referred to as ‘the project’)

2. PURPOSE/OBJECTIVE

The purpose of this project is to identify suitable locations that provide the opportunity for residential intensification based on a range of criteria. The project will identify areas suitable for greater residential intensification based on a range of agreed suitability criteria.

The development of a set of suitability criteria can be used for identifying optimal locations within Canberra that address the need for more ‘missing middle’ and medium density housing types. This will focus on criteria that support affordable living, accessibility and liveability and will deliver housing that is diverse and affordable to support a liveable city.

When developed, these criteria will be applied to a range of identified precinct case study areas across the ACT to assess the suitability for changes in dwelling density and their capacity to accommodate a range of density scenarios.

It is intended that the outputs from this project will inform future programs of work including (but not limited to) infrastructure planning and delivery, amendments to the Territory Plan and further due diligence work. The project will provide ESPDD with an evidence base and recommendations on opportunities to increase future housing supply and housing diversity within the Canberra’s existing urban area.

In parallel an adjacent project (see ‘Planning and economic feasibility analysis - integrating the ‘missing middle’ in RZ1 and RZ2’) will be undertaken to identify suitable locations in the ACT for residential intensification based on a range of suitability criteria.

3. BACKGROUND

NEW TERRITORY PLAN AND NEW PLANNING SYSTEM

ESPDD will provide relevant background information to the consultant regarding recent changes to the new Territory Plan and the new Planning System.

The new ACT planning system commenced in November 2023. Key elements of the system include a new *Planning Act 2023*, a new Territory Plan (currently interim), and the introduction of District Strategies.

DISTRICT STRATEGIES

District Strategies are a new and important strategic element of the system. They are required to inform the new Territory Plan and provide an improved line of sight and indication of future directions, between the ACT Planning Strategy 2018 (at ACT/city level) and the Territory Plan.

District Strategies reflect government policy and identify how, where and what growth might occur in the ACT and Canberra, and what is required to support this change.

To implement the Government's 70 per cent target for accommodating growth within the existing urban footprint (as set out in the Planning Strategy 2018), the District Strategies highlight areas for change that may be available to support growth and residential development in each of the districts.

Each district has a district strategy that identifies 'change areas' in three categories for renewal that may be suitable to help accommodate future housing needs and other uses as indicated. They may provide greater housing choice in these areas that are well located to current or future possible transport and where local amenity may be further enhanced by development.

To promote growth and change in the districts that we are planning for (such as light rail in the Inner South and Woden), the District Strategies work involved identifying 'change areas' in suitable locations throughout all districts. These change areas include sites that Government has already identified as having potential for housing including projects and are already well advanced in the planning process in terms of Territory Plan variations, greenfield estate development plans and/or the Government/s Indicative Land Release Program. These sites are identified in the District Strategies as potential 'change areas' in three categories as short- (within 0-5years), medium- (within 0-10 years) and long-term (within 0-15 years).

The District Strategies also includes provisions for potential urban regeneration areas to be investigated to accommodate future growth and change on an ongoing basis. District Strategy Implementation Actions relevant to this project include:

- Action 2.4 - identifies that further detailed analysis and modelling to be undertaken to identify future housing needs not able to be met by change areas across districts.
- Action 2.5 - identifies the need to investigate potential urban regeneration areas by undertaking further detailed analysis of the potential suitability of different parts of Canberra for increased housing density and diversity including consideration of the transect, and other approaches to inform urban character.

MISSING MIDDLE AND MEDIUM DENSITY HOUSING

However, these change areas will not necessarily meet all housing 'diversity and supply' over the next 15 or more years particularly in relation to 'missing middle' and medium density housing.

This project will focus on increasing housing supply in predominantly residential zones across the ACT. Of particular interest is the capacity for future development that provides 'missing middle' and medium density housing types. Missing Middle dwelling types are generally low rise, medium density and designed to meet the needs of a diverse range household types and demographics, across different life stages. 'Missing middle' housing types may include granny flats, dual-occupancy, tri-occupancy, townhouses, terrace housing and manor houses and multi-unit developments (see ACT Housing Design Guide glossary <https://www.planning.act.gov.au/professionals/our-planning-system/the-territory-plan/design-guides#housing-design-guide>).

Medium density, mid to higher rise housing, including multi-unit developments in appropriate locations will also need to be considered.

ACT PLANNING STRATEGY

The 2018 Planning Strategy acknowledges the importance of infill development as key source of future dwelling supply in the ACT. Also referred to as urban renewal, this form of residential development involves increasing the capacity of existing urban areas to support growth. It requires

the strategic identification of areas where development can be focussed, and includes identification of:

- Urban intensification areas — the city centre, town and group centres and transit corridors which are areas of high accessibility.
- Areas within the existing urban footprint — blocks or sites in appropriate locations with the capacity to accommodate increased housing supply, density, and choice, including for example, large blocks in accessible locations with the potential for dual occupancy development.
- Areas close to group and local centres (800 metres /average 10-minute walk, 400 metres /average 5-minute walk respectively) — areas that could be suited to medium density housing typologies such as the RZ2 Residential zone under the Territory Plan.
- Areas with proximity to frequent bus network corridor or light rail stops (800 metres/ average 10-minute walk)
- City centre and town centres (1000 metres/average 15-minute walk).

In support of increased urban infill development, the new Territory Plan has introduced a range of planning changes to increase ‘missing middle’ housing supply and housing choice.

FURTHER BACKGROUND INFORMATION

The Study will require the Consultant to review, analyse and integrate information from a range of sources, these include:

- The ACT Planning System Review and Reform Project
- District Strategies
- Territory Plan
- Urban Design Guides, Housing Design Guides and Technical Specifications
- ACT Planning Strategy (infill targets)
- Strategic Urban Form Assessment (2020)
- ACT Housing Choices Collaboration Hub Recommendations (Government Response, 2018)
- ACT Housing Choices: Economic Analysis (Real Sustainability for EPSDD, September 2015)

Refer to [Attachment A](#) for further background information, documents and studies that provide background and context to inform and support the project. This material will be required to analyse and consider options and provide recommendations to inform the project.

4. SCOPE OF SERVICES

The scope of work is to prepare a report, associated modelling data and recommendations to identify optimal locations for ‘missing middle’ and medium density housing in the ACT. The key components of this work:

- Identify key factors and best practice for delivering increased housing density and ‘missing middle’ housing based on review of best practice in other jurisdictions.
- Outline and workshop suitability criteria to identify optimal locations for increased housing
- Apply suitability criteria to identify optimal locations for missing middle dwelling and medium density housing within the urban area of Canberra.
- Utilise suitability criteria to identify 5 case study precincts in agreement with EPSDD.

- Undertake detailed analysis of precinct case studies including:
 - Prepare density analysis¹ for the 5 identified precincts including baseline data/mapping.
 - compare low, medium, and high dwelling yield scenarios (as defined in section 5 of this SOR).
 - contrast findings with current Territory Plan controls on permitted typologies and densities.
- Provide recommendations for increased housing diversity and yield based on precinct case studies and scenarios for upzoning.

5. THE REQUIREMENTS

The project has been scoped to be delivered through several sequential stages to provide clear and demonstrable milestones. The sequential nature of these milestones provides the successful tender and Directorate, opportunity to review progress during the project and provide feedback about direction.

STAGES OF DELIVERY:

Stage 1 – Inception, data and information gathering and gap analysis.

- Conduct an inception and project setup meeting. This meeting will at a minimum:
 - Agree a project management approach including work plan and methodology.
 - Confirm invoice schedule and format requirements.
 - Outline an overarching report structure and where/ as applicable report sub elements.
 - Develop an agreed stakeholder engagement plan (for government agency stakeholders, noting there is no requirement for industry or public engagement).
 - Review work already undertaken by the Directorate and ACT Government data to date.
 - Provide a data availability and gap analysis assessment to the Directorate.

Stage 2 – Review current planning framework, existing studies, and best practice.

1. EPSDD will provide relevant background information to the consultant regarding recent changes to the new Territory Plan and the new Planning System. This will include:
 - Previous studies undertaken to inform recent changes made to the new Territory Plan and the Planning System relevant to missing middle housing.
2. Identify key factors, and best practice that have proven to be successful in delivering increased missing middle and medium density housing in other jurisdictions (best practice national and international examples).
 - Identify planning criteria and controls that have been successfully utilised to provide good outcomes (based on findings from best practice examples) for urban intensification and missing middle housing, including information on governance arrangements and planning controls.

¹ Net residential density could be considered, for discussion and agreement with EPSDD.

Stage 3 – Develop suitability criteria and select precinct study areas.

The suitability of identified precincts to support increased missing middle dwelling reflects the combined influence of factors that are generic to any precinct (precinct suitability criteria) and those that are specific to the area under consideration (situational suitability criteria).

The identification of suitability criteria can therefore be grouped according to these two broad categories, that together provide direction on a range of questions including the assessment of:

- The underlying suitability of an area for residential intensification based on city-wide locational *suitability criteria*.
- The potential for increased missing middle dwelling density when *situational (precinct-based) suitability criteria* are considered.

Locational suitability criteria (city-wide level) could include (for example):

- *Proximity to centres and employment locations.*
- *Proximity to community and recreational facilities and services.*
- *Proximity to frequent and rapid public transport stops/stations.*
- *Proximity to primary active travel networks.*
- *Urban quality and urban form.*
- *Suburb/precinct planning, orientation, body corporate.*

Situational suitability criteria (precinct level) could include (for example):

- *Cost of land, market demand.*
- *Yield and density.*
- *Existing zoning controls (for both specific areas in an identified precinct and for adjacent areas in the precinct).*
- *Existing dwelling typologies.*
- *Existing Precinct planning (including evidence of block consolidations, block sizes and orientations, and shapes).*
- *Setbacks, building height, built form, building envelope, bulk, and scale.*
- *Living infrastructure, topography, solar access, private open space.*

The successful supplier is required to:

1. develop a set of suitability criteria for both locational (City-wide) and situational (precinct level) suitability criteria.
2. present above to a workshop of ACT Government Stakeholders for discussion, comment and agreement.

The EPSDD Project Manager will organise this workshop in liaison with the consultant (the anticipated length of the workshop is half a day).

The final agreed set of suitability criteria will enable the identification (locational) and assessment (situational) of precinct case study areas to determine their suitability for integrating ‘missing middle’ and medium density housing and the appropriate integration of differing typologies across these study areas.

3. Drawing on the suitability criteria, and input from EPSDD, identify agreed precinct case study areas for analysis.

- The selection of five (5) precincts will be informed by findings from the previous stages of the project and demonstrate differences in:
 - housing typology spread and diversity
 - precinct characteristics: such as land values, existing zoning, residential subdivision layout, orientation, built form, topography, living infrastructure, heritage overlays, National Capital Plan constraints and the potential for urban intensification. Consider proximity to facilities and services, and employment locations and possible constraints such as body corporate and infrastructure and living infrastructure.

Stage 4 – Precinct analysis, scenario testing, and built form assessment.

Suitability criteria - Scenario testing

1. For the precinct case study areas, identify the maximum potential density for missing middle housing typologies (as a baseline) across the 5 precinct areas as indicated by the application of the *locational suitability criteria* only.
 - Findings from this analysis could include a diagrammatic representation for each precinct study area that indicates the missing middle dwelling typologies that would be seen under these optimal conditions.
2. For the precinct case study areas, identify how the maximum potential density for missing middle housing typologies (developed in point 1 above) changes when *situational suitability criteria* are included as variables in the analysis.
 - Findings could include a sensitivity analysis (maps/s) to indicate which situational criteria contribute most to any changes in this analysis.
 - The influence of Precinct and Situational suitability criteria together define a “criteria optimised” density baseline.
3. For the precinct case study areas, identify the difference between the “criteria optimised” potential densities (as defined in points 1 and 2 above) against permitted density levels under current Territory Plan controls/ zoning boundaries “plan permitted”².
4. For the precinct study areas, consider and analyse any observed divergences between the “criteria optimised” and “plan permitted” density distributions, to determine any lessons learnt that can be adapted to the broader ACT, to enhance urban form and quality.
 - Suitability criteria may be revised, if necessary, after testing on the case study precinct areas. Evidence of analysis should be provided in spreadsheet or 3D modelling form. Software and outputs must be consistent with ACT Government data requirements, see Section 14 and Attachment A.
5. For each of the identified precinct case study areas identify how the optimal densities would change if the following scenarios were applied
 - The desirable walkable catchment around local centres was extended to 800m.
 - The maximum walkable catchment area around group centres was extended to 1000m.

² For each of the density scenarios (i.e. optimal and Territory Plan defined) assume that 100% of blocks considered suitable for increased dwelling densities have their densities increased.

Situational suitability criteria – Current state and Scenario testing

1. Analysis of the suitability of identified precincts for increased missing middle dwelling density also needs to examine how specific *situational suitability criteria* (factors that are intrinsic to each precinct) influence the optimal level of dwelling density.

- This reflects the fact that some *situational suitability criteria* can be changed (such as applicable zones and planning controls) to achieve different built form outcomes.

2. Analyse how changes in the following *situational suitability criteria* may impact on density, built form, scale and zoning characteristics of identified areas.

- Provide estimated dwelling yields for the five case study areas and existing Territory Plan residential zones. Calculate potential future yield (no of dwellings) for a low, medium and high scenario for each precinct case study area.
- Document the basis of agreed assumptions for yield scenarios, see for example below.
 - **Existing Yield:** (Applicable planning controls and land usage zonings remain, 5% of eligible blocks in each residential planning zone realise the maximum number of dwelling units permitted under the Territory Plan)
 - **Medium Yield:** (Applicable planning controls and land usage zonings remain, 20% of eligible blocks in each planning zone realise the maximum number of dwelling units permitted under the Territory Plan)
 - **High Yield:** (Applicable planning controls and land usage zonings remain, 40% of eligible blocks in each planning zone realise the maximum number of dwelling units permitted under the Territory Plan)

Scenarios for testing the outcomes of potential policy changes in the previously defined precincts may include:

- If all RZ1 zoning were to be made RZ2 (using the current Territory Plan zoning boundaries)
- Consider current provisions for supportive and community housing and potential for uptake within RZ1.
- If the extent of RZ2 zoning is extended to meet walkable catchment criteria, such as:
 - 400m around local centres
 - 800m around group centres
 - 1000m from frequent and rapid public transit stops.

3. With reference to the *situational suitability criteria* of each precinct study area, test and/ or provide recommendations that consider:

- Whether some RZ2 zoned land may be suitable for rezoning to RZ3 or RZ4 as appropriate.
- Impact of combining residential zones (i.e. RZ3 and RZ4).

4. Modelling, dwelling density and yield analysis, and recommendations should consider:

- the transect analysis (transition of urban form, see Urban Form Assessment 2020) which seeks to step down density, built form and dwelling typologies from centres to lower density suburban areas (see to further background information at Section 3 and Appendix A.1 Strategic Urban Form Assessment and District Strategies).

Stage 5 – Draft recommendations and report

1. This stage will provide draft recommendations flowing from the outcomes of the information gathering, technical investigations and analysis in Stages 1-4.
2. Provide recommendations for housing supply and diversity informed by national trends with specific consideration for the ACT. Draw analysis from the outcomes of the precinct case study areas, analysis and Yield Studies for the ACT.
 - Provide recommendations for precinct and situational criteria for optimal residential urban intensification location areas and outcomes.
 - Identify any intervention measures needed to better integrate ‘missing middle’ housing with appropriate density in the ACT and for each of the study areas and generally in the RZ1 and RZ2 zones. This may include, but not be limited to, changes to zoning, planning controls, governance, block division/amalgamation, and strategic acquisition opportunities with consideration of site planning and characteristics.

Stage 6 – Final recommendations and report

This stage involves refining and finalising the report, incorporating the outcomes of Stages 1-5 and any feedback received from internal stakeholders on the Draft Report.

- The report is to include an executive summary (1-3 pages) outlining the agreed position, that can be used by EPSDD and uploaded to its website, if desired.

Finalise the report with final background material documentation, final investigations for agreed sites and other material as recommended and agreed.

The tender submission is to provide a suitable methodology for the work from Stages 2 to 5. Innovative approaches for this study in terms of analysis and methodology will be considered.

6. DELIVERABLES AND TIMEFRAMES

The Consultant is required to meet the following key deliverables within the specified timeframes unless changes are agreed to in writing with the Project Manager

Table 1 – Key project milestones and deliverable dates

DESCRIPTION OF KEY MILESTONE	INDICATIVE DATE FOR DELIVERY/ STAGE COMPETITION
Pre-Stage – Tender Released	04/04/2024
Pre-Stage – Tender Closes (2pm)	26/04/2024 (2 weeks)
Pre-Stage – Contract Negotiations/ Signing	17/05/2024 (3 weeks)
Stage 1 – Inception, data and information gathering and gap analysis: Draft structure of reports and consultation and engagement plan	31/05/2024 (2 weeks)
Stage 2 – Review current planning framework, existing studies, and best practice: Data and background analysis documentation	21/06/2024 (3 weeks)
Stage 3 – Develop suitability criteria and select precinct study areas: <u>Consultation and engagement phase (government stakeholder agency workshops)</u>	12/07/2024 (3 weeks)
Stage 4 – Precinct analysis and scenario testing and built form assessment: Submit as per specific requirements for EPSDD review	09/08/2024 (4 weeks)
Stage 5 – Draft recommendations and report: <u>Submit as per specific requirements for EPSDD review</u>	06/08/2024 (4 weeks)
Stage 6 – Final recommendations and report: Submit as per specific requirements for EPSDD review	27/09/2024 (3 weeks)
Stage 7 – Contract Completion:	11/10/2024 (2 weeks)

The above table is provided as an indication of the timing for project stages and deliverables and should be considered in conjunction with the requirements outlined in the Reporting table below.

REPORTING

Table 2 – Details of Reporting Requirements are as follows:

REPORT TYPE	DETAILED DESCRIPTION (INCLUDING THE FORMAT: EXCEL, WORD, PDF OR OTHER)	INDICATIVE DATE OR FREQUENCY
Project plan	This will identify the following: <ul style="list-style-type: none"> Project monitoring and monitoring of this. Project schedule including invoicing. 	WE 10/05/2024
Fortnightly updates	Email update on project status at end of each fortnight <ul style="list-style-type: none"> Delivered in addition to stage replated variables where concurrence occurs 	Fortnightly, Commencing/ WE 17/05/2024
Stage 1 – Inception, data and information gathering and gap analysis	Draft structure of reports and consultation and engagement plan The engagement plan will identify key ACT government stakeholders and outline a plan for engagement during the project. This will include: <ul style="list-style-type: none"> timing of project team meetings and stakeholder workshops to allow for follow-up discussions with relevant agencies. engagement with government agencies. presentations for, and participation in, meetings and workshops. 	WE 17/05/2024
Stage 2 – Review current planning framework, existing studies, and best practice	Data and background analysis documentation	WE 07/06/2024
Stage 3 – Develop suitability criteria and select precinct study areas Consultation and engagement workshop	Consultation and engagement phase (government stakeholder agency workshops) <ul style="list-style-type: none"> Workshop #1 	WE Report 28/06/2024 Workshop date TBC Prereading, background information provided to Directorate contract contact officer no later than two working days prior to workshop date
Stage 4 – Precinct analysis and scenario testing and built form assessment	Submit as per specific requirements for EPSDD review. <ul style="list-style-type: none"> Workshop #2 	WE 23/08/2024
Stage 5 – Draft recommendations and report	Draft word document for feedback and draft PowerPoint slide deck.	WE 13/09/2024
Stage 6 – Final recommendations and report	As detailed under 'the Requirements. Final pdf and word documents meet accessibility guidelines/ incorporate feedback.	WE 27/09/2024
Final report acquittal		WE 11/10/2024

Provision should be made to submit the draft reports for Stages 3 and 4 for review and comment by EPSDD. The Consultant is to incorporate changes required by EPSDD before submitting the final report and other outputs. Written reports (draft and final) for Stages 3-5 and relevant supporting material must document a response to the Statement of Requirements and key recommendations in stages.

MEETINGS

Table 3 – The Consultant is required to attend the following meetings:

TYPE	ATTENDEES	FREQUENCY / WHEN	METHOD
Project inception meeting	Consultant team and EPSDD project team	Once / May 2024	This could be held face-to-face or via videoconferencing, as mutually agreed between EPSDD and the Consultant
Project management and coordination team meeting	Consultant team and EPSDD project team	Fortnightly / Date and time to be confirmed. Consultant to provide agendas, minutes, action register, monitoring of project schedule.	This could be held face-to-face or via videoconferencing, as mutually agreed between EPSDD and the Consultant
Government agency meeting/s	Consultant team and EPSDD project team	As required / Date and time to be confirmed	As above
Government agency workshop/s	Consultant team and EPSDD project team	Two workshops (length 2 hours) for Stages 3 and 4 / Date and time to be confirmed	To be held at EPSDD's office, 480 Northbourne Avenue, Dickson, ACT, or using appropriate technology.
Project close out	Consultant team and EPSDD project team	Once at end of project	This could be held face-to-face or via videoconferencing, as mutually agreed between EPSDD and the Consultant

The EPSDD Project Manager is to have a direct point of contact with a nominated officer by the Consultant who can attend short progress meetings virtually with the EPSDD Project Manager as mutually agreed for the duration of the program.

All meetings/workshops with ACT Government stakeholders will be coordinated through EPSDD and the nominated Project Manager. The Consultant will be responsible for the arranging and coordinating of meetings with non-ACT Government stakeholders.

Either party may request additional meetings throughout the term of the Contract to aid communication or resolution of issues, and overall contract management, at no additional cost to the Territory.

7. WORKPLACE HEALTH AND SAFETY

Consultant must be aware of, and when required, comply with the Work Health and Safety Act 2011.

The Consultant must abide by Workplace Health and Safety policies at all times in delivering the required services, specifically regarding (as applicable):

- Health and welfare of Territory employees;
- Health and welfare of the Consultant's employees including sub-consultants; and
- Health and welfare of the general public who could be affected by the Services.

Health Emergencies

If the Consultant and/or any appointed personnel is unwell, displaying symptoms or has recently been to a declared pandemic hotspot, they must not attend any scheduled face-to-face meetings and must inform the Territory as soon as possible.

8. PERFORMANCE MANAGEMENT

The performance of consultant will be monitored against agreed KPIs which will form part of the Contract. The Consultant's performance will be reviewed every quarter.

The Consultant's performance will be assessed throughout the life of the Contract, including as part of the contract renewal process and the Territory will consider this assessment as one of the elements in determining whether the initial term will be extended.

Where a deficiency in the Consultant's performance is identified (i.e., a consultant fails to meet a KPI within the review period) the Territory and the Consultant will work together to develop a means of remedying the deficiency within a defined and agreed timeframe. Where an identified deficiency is unable to be remedied or non-performance continues despite a remedy being implemented, the Territory may seek to terminate the Contract for default.

KEY PERFORMANCE INDICATORS

The Consultant must achieve compliance with the KPIs, specified below, to the specified standard against each KPI, unless otherwise agreed between the Territory and the Consultant.

The KPIs will be used to measure ongoing performance and raise any issues in any contract management meetings with the Consultant. The KPIs may also be used to inform any decision on exercising any contract options available. Exercise of contract options will be at the discretion of the Territory.

The performance of the Consultant will be monitored against agreed key performance measures which will form part of the Agreement. Additional costs incurred by the Consultant in correcting unsatisfactory achievement of targets will be borne entirely by the Consultant.

Where a deficiency in the Consultant's performance is identified, (i.e., the Consultant fails to meet key performance indicator within the review period), the Territory and the Consultant will work together to develop a means of remedying the deficiency. Where an identified deficiency is unable to be remedied or non-performance continues despite a remedy being implemented, the Territory may seek to terminate the Contract for default.

Table 4: Key Performance Indicators are as follows:

	KEY PERFORMANCE INDICATOR (KPI)	TARGET	MINIMUM STANDARD	FORMULA/ MEASUREMENT
1	Timeliness of Services, including submission of deliverables and responses to requests for information	100% of deliverables met within agreed timeframes.	90% of deliverables met within agreed timeframes.	Number of deliverables met, measured against deliverables required.
2	Accurate and well-drafted reports and documentation in the required format	100% of required written deliverables are received on time	100% of required written deliverables are received on time	Number of written deliverables received on time measured against the target.
3	Quality of Services	Effective and appropriate product delivery within agreed time and budget. Clear methodology and work program for the project.	Effective and appropriate product delivery within agreed time and budget. Clear methodology and work program for the project.	All deliverables provided to a high standard and meeting the Required Services.
4	Quality of communication	Effective and regular communication with the Project Manager and the Project Team. Regular attendance at meetings by core team members.	Effective and regular communication with the Project Manager and the Project Team. Regular attendance at meetings by core team members.	Regular communication maintained between EPSDD project team and Consultant project team, at a minimum meeting the Required Services.

9. OUT OF SCOPE CONSIDERATIONS

The Consultant shall notify the EPSDD Project Manager in writing where the need for a significant change becomes evident and shall obtain a written approval prior to undertaking any additional works.

10. CONSULTANT TEAM

The Consultant team must demonstrate content knowledge and skills of best practice in professional fields related to this project, including:

- Urban planning;
- Land and property economics and feasibility analysis;
- ACT Strategic policy and statutory planning;
- Urban design and architecture;
- Landscape architecture;
- High-level infrastructure, transport, (included at a high level for consultation with EPSDD, TCCS (roads, public transport, active travel, stormwater drainage) and utility companies (Icon Water and Evo energy primarily);
- Environmental planning and sustainability;

- Sustainable development and design;
- GIS analysis and presentation if required;
- Communications and engagement;
- Understanding of planning and environmental issues specific to the ACT;
- Collaborative practices and innovative approaches to finding solutions; and
- Project management,

The Consultant team must also demonstrate experience in the synthesis and integration of complex information including analysis of GIS data, CAD, Excel data, design, and production of a range of graphics and documents.

The Consultant team must demonstrate a strong understanding of the new ACT planning system that commenced in November 2023, including District Strategies and the Territory Plan.

The team must be familiar with the ACT Government’s strategic and statutory planning documents including the ACT Planning Strategy 2018, ACT Transport Strategy 2020, ACT Climate Change Strategy, ACT Housing Strategy 2020. The team must also be familiar with the National Capital Plan and role of the National Capital Planning Authority.

A lead Consultant and project director is to be identified and will be required to co-ordinate all specialist inputs and deliver the required project outputs. Previous demonstrated experience in projects of a similar nature by the nominated project principal/s and team is essential.

11. QUOTATION ASSESSMENT CRITERIA

The Request for Quotation will be assessed against the following Assessment Criteria:

CRITERION ONE (Weighting 45%): Comprehensive understanding of the Statement of Requirements.

The Consultant has:

- demonstrated an understanding of all aspects of the project and deliverables;
- outlined their proposed methodology to the project tasks, activities, and issues to deliver the project, as specified in the Statement of Requirements; and
- identified any issues, risks, or challenges in delivering the project.

CRITERION TWO (Weighting 35%): Demonstrated experience, skills, and qualifications of the nominated team members to deliver on the Statement of Requirements. The Consultant has:

- provided information on each nominated team member’s project relevant experience, skills and qualifications;
- listed and briefly described relevant similar projects successfully undertaken by key team members in the past five years; and
- contact details of referees involved in referenced projects for key team members.

CRITERION THREE (Weighting 20%): Displayed the availability of resources to undertake the project consistent with the Statement of Requirements. The Consultant has:

- provided a detailed nominated team member task allocation;
- confirmed the availability of all team members for the duration of the project; and
- provided a breakdown of the length of time expected to complete each portion of this project, and the project in total, in the form of a Gantt chart.

CRITERION FOUR (unweighted) Fee for services offered within budget and presents value for money.

Tenderers must provide:

- a proposed lump sum fee, inclusive of GST, for services outlined in the Statement of Requirements;
- a schedule of rates for services and expenses clearly describing the work breakdown structure, allocation of human resources, time, and hourly fee rates; and
- for the purpose of any variation to the Statement of Requirements a schedule of hourly rates (including GST) is to be provided.

12. FEE PROPOSAL

A tenderer must provide:

- a proposed lump sum fee, inclusive of GST, for services outlined in this brief;
- a schedule of rates for services and expenses clearly describing the work breakdown structure, allocation of human resources, time and hourly fee rates, and travel (if applicable); and
- for the purpose of variations, if any (i.e., beyond the scope of the brief), a tenderer is requested to provide a schedule of hourly rates (including GST).

The fee proposal should include a price breakdown according to the components of the Consultant and any sub-consultants and should clearly outline breakdowns of all consultancy and sub-consultancy tasks by project stages. Personnel proposed to work on the project should be specified and hourly rates per person included. An invoicing schedule should be included.

The lump sum fee is to include all direct and indirect costs borne by the Consultant. No variation to the fees is permitted without the prior written approval of the EPSDD Project Manager. Fee proposals are to show separation of Goods and Services Tax.

13. CONFIDENTIALITY AND COPYRIGHT

The Consultant shall not discuss their work with any media organisation or member of the public, other than acknowledging that they are undertaking work. Any inquiries received by the Consultant are to be immediately directed to the EPSDD Project Manager. The ACT Government shall hold copyright of all documentation prepared as part of this consultancy, including all data, modelling, and other information.

Ownership of:

- all Contract Material, including any intellectual property rights, vests on its creation with the Territory;
- all Territory Material, including any intellectual property rights, remains with the Territory; and
- all Support Material, including any intellectual property rights, remains the property of the Consultant.

14. GRAPHICS AND DOCUMENTATION

All deliverables shall be edited, language vetted and proofread. EPSDD retains the right to make linguistic, graphic and numerical corrections, including editing that does not change the overarching components of the report(s), in which case the preferred Consultant shall be informed by EPSDD about the changes.

The draft and final report(s) shall be submitted to EPSDD as:

- a Microsoft Word formatted report, presented in an easy-to-read format with supportive descriptive narrative, diagrams, graphic maps, tables;
- the same report in pdf format; and
- an online file sharing link containing the final report(s) along with any other associated data and documentation to enable data, text and graphics to be extrapolated for follow-on work
- all data and modelling to be provided to ACT government including 2D and 3D modelling to be compatible with ACT Government software as noted below.

The final documents must comply with accessibility and compatibility standards. In addition to final PDF formats for the reports, in cases where a report(s) has been produced using professional layout software (e.g. Adobe InDesign, Illustrator, CAD) the report(s) shall be submitted and packaged in agreed and native software package formats. It is required that the reports and any illustrative content within the reports be provided in agreed software package formats (e.g. diagrams produced in Adobe Illustrator should be provided as editable .ai files suitably structured and layered internally, in addition to the exported images). Spatial mapping and metadata (GIS or CAD) and all imagery should also be supplied electronically in agreed software package formats (e.g. maps and diagrams produced in AutoCAD should be provided as editable .dwg files, suitably structured and layered internally). All data provided must comply with the ACT Government's Metadata standard and GIS mapping provided to the ACT Government in Esri format. All mapping should be clearly labelled and readily identified including legends and scales. (Refer "PIEP0004399 - Attachment C - Geospatial Deliverable Standard" for details of the delivery format for geospatial data and related products.)

The draft and final reports should include illustrative materials such as photographs, maps, plans, photomontages, spreadsheets, diagrams and other materials considered appropriate by the Consultant.

All photographs and images included in the final report are to have the appropriate copyright permissions to allow the report or sections of the report to be published as a public document if required. All graphic elements shall be produced in a format and to a quality suitable for public display/media presentation(s) and inclusion in media releases.

The Consultant shall ensure that all documents produced for this project acknowledge the sponsoring client, the Environment, Planning and Sustainable Development Directorate by including ACT Government logos and names in the title block of drawings or in text documents.

Reports and all deliverables must be prepared to a high professional standard. Where appropriate, the Consultant should utilise a variety of methods to communicate analysis and findings clearly and succinctly.

Note: The Consultant may be required to undertake document modifications/changes as required throughout the publishing process.

15. PROJECT LIAISON

Continual liaison and coordination will be required throughout the project between the EPSDD Project Manager and the successful Consultant. The Project Manager is the point of contact for this project. Contact details are:

Strategic Planning and Policy

Planning and Urban Policy Division

Environment, Planning and Sustainable Development Directorate

Level 2 – Murrumbidgee, 480 Northbourne Avenue, Dickson ACT 2602

Email: strategicplanning@act.gov.au

ATTACHMENT A – FURTHER BACKGROUND INFORMATION AND STUDIES

The following sources are provided as background for this project. All material can be made available and/or is online. Some material may be ‘in confidence’ due to the nature of material and this will be indicated.

HOUSING IN THE ACT

Addressing the housing crisis is a major policy concern across Australia, and governments are implementing policies designed to increase housing supply and diversity. There is a renewed interest in cities and housing at the Commonwealth level.

The ACT Government wants to deliver the housing our communities and city needs. This includes urban renewal with an appropriate mix of housing types in the highly accessible locations, such as close to commercial centres and the light rail corridor, integrated with great places for people.

The focus on housing is critical as the ACT has one of the fastest-growing populations in Australia and is expected to reach half a million people by 2027 and 695,000 people by 2050. The population increase indicates a need for 100,000 new homes by 2050. This means that the ACT will need to ensure a suitable housing supply pipeline while considering a range of housing typology choices available for future residents. In planning for future population growth, liveability and housing diversity must be cornerstones of housing supply. In response, the ACT Government is using a combination of [planning reforms](#), new suburban [land release](#) and [tax reforms](#) to achieve these aims.

Housing availability and a choice of appropriate housing types is a challenge for many Canberrans. In strategic locations, ‘missing middle’ housing like town houses, dual occupancies and duplexes, which is seen across other Australian cities, would provide the opportunity for more housing choice in the ACT.

The newly introduced District Strategies for nine districts across the ACT provide a vision for what it takes to create higher density communities and neighbourhoods that people want to live in, linked to broader strategic intent and public interest with appropriate consideration of context, infrastructure capacity and design quality.

1. The Environment, Planning and Sustainable Development Directorate (EPSDD) is implementing actions identified in the District Strategies. Each District Strategy includes ‘key sites’ and ‘change areas’, which are locations identified for potential uplift and land use change within the next 0-5 years to address the housing challenge and prioritise technical and site investigations.
2. The ACT Government has implemented changes in relation to housing with residential zoning changes as part of recent planning reforms, aiming to provide more medium-density housing choices in existing Canberra suburbs through a long-term program of ‘gentle urbanism’. This approach will increase housing supply and diversity to meet the needs of our growing city. **The objective is more housing for Canberrans, where they want to live.** New housing will be built close to transport, to public services, to economic opportunities.

THE NEW ACT PLANNING SYSTEM

A new planning system commenced on 27 November 2023, including a new Planning Act, a new Territory Plan and associated Design Guides and District Strategies. The planning system sets the ACT up to accommodate future population growth while enhancing and protecting the aspects we value most, such as access to services, infrastructure, and natural spaces that contribute to connected communities. The strategic and statutory documents work together to support more housing while

retaining planning and design elements that have made Canberra one of the most liveable cities in the world.

The parts of the new ACT planning system framework are shown in the following diagram.



The role of the parts of the new planning system are described in further detail as follows.

ACT Planning Strategy 2018

The ACT Planning Strategy 2018 sets out the desired long-term directions at the metropolitan (city-wide) scale of planning.

The vision of the Planning Strategy is for Canberra to be a sustainable, competitive and equitable city that respects Canberra as a city in the landscape and the national capital, while being responsive to the future and resilient to change.

The Planning Strategy provides the Territory-wide directions and considers the regional context that Canberra and the ACT sit within. While the district strategies consider that broader regional context, their focus is on the ACT and districts within the Territory. Other relevant policies and strategies were also considered in the district strategies (refer to Volume 4 – Background Material).

The Planning Strategy stipulates that in order to deliver a compact and efficient city with sustainable urban growth, up to 70% of new housing should be accommodated within the ACT's existing urban footprint.

The subsequent Parliamentary and Governing Agreement (PaGA) for the 10th Assembly (2020) requires at least 70% of new housing development to be within Canberra's existing urban footprint, with an ambition to increase this share. This involves concentrating new development in areas close to the city centre, town and group centres and along key transit corridors.

The Planning Strategy has a policy plan that outlines the strategic directions for the development of Canberra over the next 30 years and beyond. The policy plan identifies urban intensification localities in purple.

The Planning Strategy contained an action to take a district-level approach to planning (Action 2.1.3). This action which was undertaken as part of the ACT Planning Review and Reform Project with work to develop District Strategies.

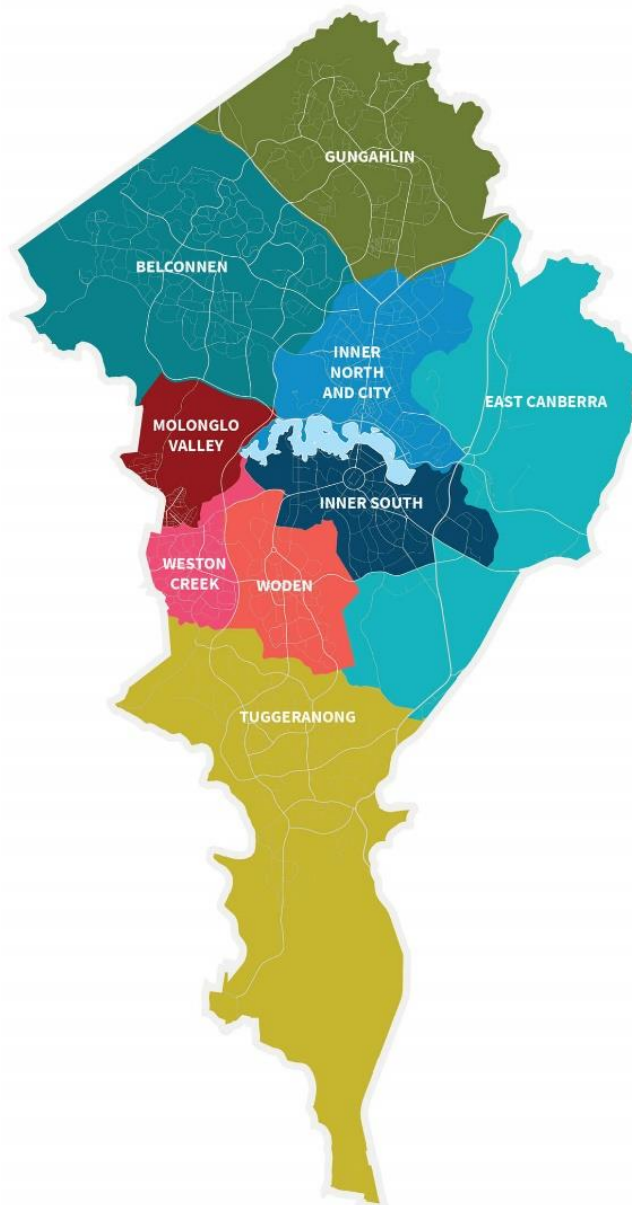
District Strategies

District Strategies were introduced as a new element to the ACT’s planning system. District Strategies provide a 15-year plan to guide how the ACT grows from its current 460,000 residents towards 2038 and beyond, with a population of more than 695,000 people anticipated by 2050.

District Strategies achieve the vision set out in the ACT Planning Strategy for Canberra to be a sustainable, competitive, and equitable city into the future.

[District Strategies](#) provide a vision for what it takes to create higher density communities and neighbourhoods that people want to live in, linked to broader strategic intent and public interest with appropriate consideration of context, infrastructure capacity and design quality.

There are nine districts within Canberra (see figure below) and each one has their own strategy. The strategies help direct forecasted growth to areas of Canberra that are best suited to it. They also outline what future services, transport and infrastructure is needed in those areas.



Most new development and population growth will be in these nine districts and will be shared across each district. East Canberra differs from the other districts. It is generally unsuitable for new housing due to the impact of noise from Canberra Airport and its flight paths and the presence of sensitive and protected environmental areas.

The District Strategies have city-wide implementation actions on housing relevant to this project:

- Action 2.1 – Progress investigations of key sites and short-, medium- and long-term change areas identified in district strategies to help meet housing supply needs.
- Action 2.3 - Investigate the RZ2 Suburban Core Zone to determine why the existing built form does not demonstrate the intended variation of housing typologies between RZ1 and RZ2 zone.

There is a target in the District Strategies to increase the share of all dwellings particularly, missing middle and affordable housing options, that are within a walkable catchment to a town centre (1,000m), group centre (800m) or local centre (400m).

The District Strategies identify that the RZ2 Suburban Core Zone is not well placed to provide for the urban character types to underpin planning for renewal and development in the ACT.

To implement the Government's 70 per cent target for accommodating growth within the existing urban footprint (as set out in the Planning Strategy 2018), the district strategies highlight areas for change that may be available to support growth and residential development in each of the districts.

Each district has a district strategy plan that identifies 'change areas' and 'key sites' for renewal and 'potential urban regeneration areas' that may be suitable for a range of residential and non-residential uses (including consideration of education, health and recreation facilities).

Each district contains change areas that may be suitable to help accommodate future housing needs. They may provide greater housing choice in areas that are well located to current or future possible transport and where local amenity may be further enhanced by development.

There are three categories of change areas:

- Category 1 – Change areas where detailed planning can be done, consultation needs to occur, and change could happen within 0–5 years. These areas have been confirmed for future development or have well-progressed proposals.
- Category 2 – Change areas where detailed planning can be done, consultation needs to occur, and change could happen within 0–10 years. These areas include sites that may be subject to current conceptual proposals and/or require further investigation.
- Category 3 – Change areas where detailed planning can be done, consultation needs to occur, and change could happen within 0–15 years. These areas may be considered for future development in the long term, but require further investigation, analysis and feedback.

Key sites for renewal are identified in the district strategies with principles to guide future planning of these sites. The identification of key sites with written principles in the district strategies are conceptual and to be subject to further investigations and consultation with key stakeholders, relevant directorates and importantly, the community.

There will be a need to identify and investigate 'potential urban regeneration areas' (PURA) in the future. PURA will be areas located mostly within the existing urban footprint and which make the best use of opportunities associated with existing land, buildings and infrastructure.

The change proposed in the district strategies for the change areas, key sites and PURA will not be driven by the government alone. There are various ways that change will happen. There will be different types of change for each site and different stakeholders will be involved. In addition, some sites are publicly owned while others are privately owned or held by multiple entities. Further

information on these areas and the implementation of the district strategies is provided in Volume 2 – ACT District Strategies and Volume 3 – Indicative Implementation Plan.

Territory Plan and Residential Land Use Changes

The ACT Government implemented residential zoning changes as part of recent planning reforms, aiming to provide more medium-density housing in existing Canberra suburbs through a long-term program of ‘gentle urbanism’. **The objective is more housing for Canberrans**, to be close to transport, to public services, to economic opportunities.

The Territory Plan 2023 outlines what developments can be built where. It guides developers through the planning process. It also gives the Territory Planning Authority the tools to assess and consider development applications.

- District Policies: Details the key assessment requirements and expected outcomes relevant to each specific district.
- Zone Policies: Lists the types of developments that can be built in specific zones. It also lists what documentation is required for assessment to occur.

The new Territory Plan includes changes to the Residential Zone 1 (RZ1) to allow dual-occupancy developments on blocks over 800m². The objectives of the new provisions include to increase housing supply and establish new residential offerings, at comparatively affordable price points, in established suburbs. Any block over 800m² in an RZ1 zone will be able to accommodate a modest second dwelling, up to 120m² in size (excluding the area of the garage/carport) and be able to unit title that second dwelling. Requirements will be enforced on these new developments, such as the mandatory site coverage provision and the requirement for soft landscaping and tree planting.

Changes made in the new Territory Plan that commence in November 2023 that will increase dwelling supply and choice in the ACT include:

- Allowing dual occupancies in RZ1 to be unit titled if:
 - On a block at least 800m²
 - One dwelling is no more than 120m² (excluding area of garage/carport)
- Allowing RZ2 to RZ5 blocks to be subdivided without being required to construct the new dwellings first. This provides greater flexibility for development, particularly in relation to:
 - removing the upfront costs of subdividing a block (no longer mandating the cost of construction to be borne by the lessee prior to the sale of a subdivided block).
 - providing opportunity for the purchaser of the new block to design a dwelling that meets their needs and preferences (rather than having that determined by the original lessee).
- Increasing dwelling limits for multi-unit housing in RZ2. For example, on a 2000m² block:
 - interim Territory Plan permits seven dwellings
 - previous Territory Plan permits five dwellings.
- Allowing apartments (of no more than two storeys) in the RZ2 zone. Provides greater flexibility for development, particularly the provision of more single level dwellings.
- Removing plot ratio as a consideration (covered by site coverage, setbacks and building envelope). This removes the restrictive requirement for dual occupancies in RZ1 and multi-unit development in RZ2, making redevelopment more viable.

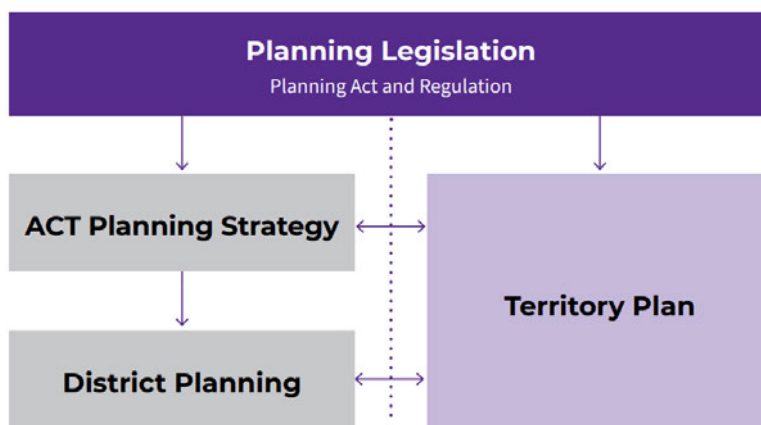
The new Territory Plan and design guides sets the outcomes that developments must achieve. Development applications will need to demonstrate how new developments meet the assessment

outcomes in the Territory Plan, and on specific development types, show they respond to the design guidance set out in the design guides.

The ACT Government recently increased housing supply in existing suburbs through the Mr Fluffy buyback scheme. This experience demonstrated that, with the right protections in place, suitable housing can be built in existing suburbs, close to existing services and where people want to live.

Relationship of District Strategies to Territory Plan and District Policies

The following diagram shows where district strategies sit within the new planning system.



The district strategies provide a strategic framework to help guide other planning work that is being or will be undertaken at more detailed scales, such as precinct, corridor, and place planning. This includes projects that are currently underway, such as the revised City Plan and the East Lake Place Plan.

Many of the actions under the district strategies rely on implementation through the Territory Plan, the government’s key statutory planning document that regulates the development of land in the ACT. The object of the Territory Plan is to make sure that development in the ACT is safe and it is an attractive place to live, work and recreate. The Act (section 47) requires that Territory Plan must give effect to the Planning Strategy and the district strategies.

Part D of the Territory Plan – The District Policies contains the considerations and requirements that are specific to a district or part of a district to deliver desired development outcomes.

The Territory Plan will need to change over time as the city develops. This change occurs through Territory Plan amendments, a formal process that is considered by the Legislative Assembly. The district strategies inform these amendments by providing guidance on the expected character of development in those areas, including by identifying areas and outlining future infrastructure or the potential for a future land use change.

The district strategies provide a link between metropolitan level planning, policies and legislation and on-the- ground outcomes that are influenced through the Territory Plan.

In terms of the Territory Plan and its district policies, the key functions of District Strategies are to:

- set a future direction for each of Canberra’s districts;
- provide a guide for implementing the Planning Strategy at a district level, including guidance on possible areas of growth and change based on their accessibility to services, transport, and amenities – consistent with good planning practice – to inform the district policies under the new Territory Plan;
- inform the provision of physical and community infrastructure, consideration of major development and rezoning proposals and more detailed precinct and site planning; and

- help coordinate infrastructure, transport, planning, climate change and living infrastructure strategies and delivery of initiatives at a district level.

Further information on the new ACT planning system 2023 is available at: [Our planning system - Environment, Planning and Sustainable Development Directorate - Planning \(act.gov.au\)](#)

NATIONAL HOUSING ACCORD

All levels of government need to collaborate with market participants – including investors, and the residential development, building and construction sector to help tackle the challenges of unlocking quality housing supply over the medium term. The Australian Government is bringing these parties together under a new [Housing Accord](#).

The Housing Accord sets an initial aspirational target of one million new, well-located homes over 5 years from mid-2024 and 10,000 new affordable homes supported by the Commonwealth with the states and territories to contribute up to an additional 10,000 further affordable homes.

First Ministers have committed to principles for planning and zoning changes that are a crucial component of increasing housing supply and housing choice. For more details, read the [Improving Housing Supply and Affordability fact sheet \[PDF 546KB\]](#).

The ACT is planning to deliver our per capita share of the 1 million homes target and will continue to pursue this necessary objective as one of the fastest-growing jurisdictions in the country.

The new ACT planning system documents reflect the Government’s commitment to the National Housing Accord and the National Planning Reform Blueprint agreed by all States and Territories at National Cabinet.

RELEVANT ACT GOVERNMENT STUDIES

Studies that are not published will be provided to the Consultant at project inception.

- [ACT Demonstration Housing Project, The project - Environment, Planning and Sustainable Development Directorate - Planning \(act.gov.au\)](#)
- [ACT Housing Choices Collaboration Hub – Government Response, Housing-Choices-and-Collaboration-Hub- Government_Response.pdf \(amazonaws.com\), EPSDD, September 2018](#)
- [ACT Housing Choices Collaboration Hub Report, Housing Choices Collaboration Hub, EPSDD, 2018](#)
- [ACT Housing Choices Discussion Paper, EPSDD, 2016](#)
- [ACT Housing Choices Economic Analysis, Real Sustainability for EPSDD, 2005](#)
- [ACT Housing Choices Project, Housing Choices | YourSay ACT, EPSDD](#)
- [ACT Housing Strategy 2020, https://www.act.gov.au/homes-housing/act-housing-strategy](https://www.act.gov.au/homes-housing/act-housing-strategy)
- [ACT Planning Strategy 2018, https://www.planning.act.gov.au/act-planning-strategy](https://www.planning.act.gov.au/act-planning-strategy)
- [District Strategies 2023, https://www.planning.act.gov.au/professionals/our-planning-system/district-strategies](https://www.planning.act.gov.au/professionals/our-planning-system/district-strategies)
- [Strategic Urban Form Assessment, Tait Network for EPSDD, 2020](#)

OTHER RELEVANT AUSTRALIAN GOVERNMENT REFORMS AND STUDIES

- ACT Government, National Cabinet Statement: ACT's housing supply response, https://www.cmtedd.act.gov.au/open_government/inform/act_government_media_releases/barr/2023/national-cabinet-statement-acts-housing-supply-response, released 16/08/2023
- Australian Building Codes Board, Liveable Housing Design Standard, <https://www.abcb.gov.au/sites/default/files/resources/2023/Livable-Housing-Design-Standard-2022-1.3.pdf>. New standard with recent changes to dwellings that applies to all Building Approvals from 15 January 2024. Accessible and adaptable housing is now mandated through the new standard
- Australian Building Codes Board, Regulation Impact Statement, https://www.abcb.gov.au/resource/regulation-impact-statements/proposal-include-minimum-accessibility-standards-housing-ncc?check_logged_in=1. Includes estimates about the likely impacts on building size, layout and cost.
- Australian Government, National Housing Accord 2022, [National Housing Accord 2022 \(treasury.gov.au\)](https://www.treasury.gov.au)
- NSW Government Planning, 'New planning rules to fast track low and mid rise housing', 28 November 2023, [New planning rules to fast track low and mid rise housing | Planning \(nsw.gov.au\)](https://www.planning.nsw.gov.au)
- South Australian Government, Better Housing Options for South Australians, June 2023, [Better housing options for South Australians | WE ARE.SA](https://www.wereare.sa.gov.au)
- Victorian Government, Victoria's Housing Statement: The decade ahead 2024-2034, [Victoria's Housing Statement | vic.gov.au \(www.vic.gov.au\)](https://www.vic.gov.au)



Request for Quotation – PIEP0004399



Territory Request for Quotation

Procurement ID: PIEP0004399

RFQ Title: Developing suitability criteria for identifying both the optimal locations and mixtures of increased missing middle dwelling densities across residential zoned areas.

RFQ Closing Date and Time: 26 April 2024 , 2pm

Directorate: Environment, Planning and Sustainable Development

Contact Officer Name: Nathan Watt

Contact Officer Email: strategicplanning@act.gov.au

This *Territory Request for Quotation* (RFQ) is seeking responses for the provision of:

- Suitability criteria for identifying the optimal locations and mixtures of increased missing middle dwelling densities across residential zoned areas (**the Requirement**).

The ACT Government as represented by Environment, Planning and Sustainable Development (**the Customer**) is seeking responses for the provision of Goods and Services as described in this RFQ.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in this RFQ, and if successful, agree to enter into a contract which incorporates the enclosed *Territory Contract Terms*.

This RFQ must be read with the *Territory Standard Terms of Quotation*, which apply.

ASSESSMENT CRITERIA

The Request for Quotation will be assessed against the following Assessment Criteria:

CRITERION ONE (Weighting 45%): Comprehensive understanding of the Statement of Requirements. The Consultant has:

- demonstrated an understanding of all aspects of the project and deliverables;
- outlined their proposed methodology to the project tasks, activities and issues to deliver the project, as specified in the Statement of Requirements; and
- identified any issues, risks, or challenges in delivering the project.

CRITERION TWO (Weighting 35%): Demonstrated experience, skills and qualifications of the nominated team members to deliver on the Statement of Requirements. The Consultant has:

- provided information on each nominated team member's project relevant experience, skills and qualifications;
- listed and briefly described relevant similar projects successfully undertaken by key team members in the past five years; and
- contact details of referees involved in referenced projects for key team members.

CRITERION THREE (Weighting 20%): Displayed the availability of resources to undertake the project consistent with the Statement of Requirements. The Consultant has:

- provided a detailed nominated team member task allocation;
- confirmed the availability of all team members for the duration of the project; and
- provided a breakdown of the length of time expected to complete each portion of this project, and the project in total, in the form of a Gantt chart.

CRITERION FOUR (unweighted): Fee for services offered within budget and presents value for money. Tenderers must provide:

- a proposed lump sum fee, inclusive of GST, for services outlined in the Statement of Requirements;
- a schedule of rates for services and expenses clearly describing the work breakdown structure, allocation of human resources, time and hourly fee rates; and
- for the purpose of any variation to the Statement of Requirements a schedule of hourly rates (including GST) is to be provided.

Please Note:

Potential Suppliers that are unable to meet any one of the Assessment Criteria listed above, will be excluded from consideration.

Potential Suppliers are to submit a Response by completing the provided *RFQ Supplier Response Form*.

Statement of Requirement
A.A.1 KEY DETAILS
RFQ Dates and Times

Event	Date	Time
Issue date:	4 April 2024	
Question closing time:	19 April 2024	
Closing date and time:	26 April 2024	2pm (Local Canberra Time)

Contract Dates

Expected Contract Start date:	17 May 2024
The Goods are required to be delivered on or before:	11 October 2024
Contract Term:	27 weeks (approx.)
Contract Extension Option:	2 x (1 month maximum) contract extensions are available
	<ul style="list-style-type: none"> Each extension must be applied to a discrete “Key Milestone” as identified in: <i>Attachment 1, “PIEP0004399 - SOR - Housing Diversity and Supply – Planning” - Table 1</i>

Industry Briefing Details

Not applicable

A.A.2 ASSESSMENT CRITERIA

The Customer will exclude from consideration any Response that does not meet the Assessment Criteria (if any) specified in this RFQ cover page.

A.A.3 THE REQUIREMENT**Required Goods and Services**

Requirements are described below:

Background**New Territory Plan and New Planning System**

EPSDD will provide relevant background information to the consultant regarding recent changes to the new Territory Plan and the new Planning System.

The new ACT planning system commenced on 27 November 2023. Key elements of the system include a new *Planning Act 2023*, a new Territory Plan (currently interim), and the introduction of District Strategies.

District Strategies

District Strategies are a new and important strategic element of the system. They are required to inform the new Territory Plan and provide an improved line of sight and indication of future directions, between the ACT Planning Strategy 2018 (at ACT/city level) and the Territory Plan. District Strategies reflect government policy and identify how, where and what growth might occur in the ACT and Canberra, and what is required to support this change.

- To implement the Government's 70 per cent target for accommodating growth within the existing urban footprint (as set out in the Planning Strategy 2018), the District Strategies highlight areas for change that may be available to support growth and residential development in each of the districts.

Each district has a district strategy plan that identifies 'change areas' in three categories for renewal that may be suitable to help accommodate future housing needs and other uses as indicated. They may provide greater housing choice in these areas that are well located to current or future possible transport and where local amenity may be further enhanced by development.

To promote growth and change in the districts that we are planning for (such as light rail in the Inner South and Woden), the District Strategies work involved identifying 'change areas' in suitable locations throughout all districts (with a strong focus on the Inner South and Woden). These change areas also include sites that Government has already identified as having some potential for housing including projects that were already well advanced in the planning process in terms of Territory Plan variations, greenfield estate development plans and/or the Government/s Indicative Land Release Program. These sites are identified in the District Strategies as potential 'change areas' in three categories as short- (within 0-5 years), medium- (within 0-10 years) and long-term (within 0-15 years).

- However, these change areas will not necessarily meet all housing 'diversity and supply' over the next 15 or more years particularly in relation to 'missing middle' housing.

The project will focus on increasing housing supply in predominantly residential zones across the ACT. Of particular interest is the capacity for future development to deliver housing that aligns with 'missing middle' housing types. Dwelling types within this category are generally low rise, medium density and designed to meet the needs of a diverse range of household types and demographics, across different life stages. 'Missing middle' housing types may include granny flats, dual-occupancy, tri-occupancy, townhouses, terrace housing and manor houses and multi-unit developments. (ACT Housing Design Guide glossary <https://www.planning.act.gov.au/professionals/our-planning-system/the-territory-plan/design-guides#housing-design-guide>). Higher density housing, mid to high rise housing, including multi-unit developments will also be considered.

For this reason, the District Strategies also includes provisions for potential urban regeneration areas to be investigated to accommodate future growth and change on an ongoing basis. District Strategy Implementation Actions relevant to this project include:

- Action 2.4 - identifies that further detailed analysis and modelling to be undertaken to identify future housing needs not able to be met by change areas across districts.
- Action 2.5 - identifies the need to investigate potential urban regeneration areas by undertaking further detailed analysis of the potential suitability of different parts of Canberra for increased housing density and diversity including consideration of the transect, and other approaches to inform urban character.

Requirements

Refer to detailed requirements in separate document:

“Attachment A’ – Detailed Specification.

A.A.3 (a) Standards

Standards

Not applicable

Environmental Considerations

Not applicable.

Key Performance Indicators

Not applicable.

A.A.3 (b) Security

Not applicable.

A.A.3 (c) Workplace Health and Safety

See the *Territory’s Standard Contract Terms* clause C.C.22.1 [*Work Health and Safety*].

A.A.3 (d) Delivery and Acceptance

See the *Territory’s Standard Contract Terms* clause C.C.11 [*Delivery and Acceptance*].

Delivery Instructions

Details of delivery instructions are as follows:

Item Description	Delivery Address	Due
All deliverables are to be provided to this delivery address.	Nathana.watt@act.gov.au	In accordance with the milestone instructions outlined below.

Milestone Instructions

DESCRIPTION OF KEY MILESTONE	INDICATIVE DATE FOR DELIVERY/ WEEKS FROM PRIOR STAGE
Pre-Stage – Tender Released	04/04/2024
Pre-Stage – Tender Closes	26/04/2024 (3 weeks)
Pre-Stage – Contract Negotiations/ Signing	17/05/2024 (3 weeks)
Stage 1 – Inception, data and information gathering and gap analysis: Draft structure of reports and consultation and engagement plan	31/05/2024 (2 weeks)
Stage 2 – Review current planning framework, existing studies, and best practice: Data and background analysis documentation	21/06/2024 (3 weeks)
Stage 3 – Develop suitability criteria and select precinct study areas: Consultation and engagement phase (government stakeholder agency workshops)	12/07/2024 (3 weeks)
Stage 4 – Precinct analysis and scenario testing and built form assessment: Submit as per specific requirements for EPSDD review	09/08/2024 (4 weeks)
Stage 5 – Draft recommendations and report: Submit as per specific requirements for EPSDD review	06/09/2024 (4 weeks)
Stage 6 – Final recommendations and report: Submit as per specific requirements for EPSDD review	27/09/2024 (3 weeks)
Stage 7 – Contract Completion:	11/10/2024 (2 weeks)

Delivery and Acceptance – Additional Instructions

Not applicable.

A.A.3 (e) Meetings and Reporting
Meeting Requirements

The suppliers are required to attend the following meetings:

TYPE	ATTENDEES	FREQUENCY / WHEN	METHOD
Project inception meeting	Consultant team and EPSDD project team	Once / May 2024	This could be held face-to-face or via videoconferencing, as mutually agreed between EPSDD and the Consultant
Project management and coordination team meeting	Consultant team and EPSDD project team	Fortnightly / Date and time to be confirmed. Consultant to provide agendas, minutes, action register, monitoring of project schedule.	This could be held face-to-face or via videoconferencing, as mutually agreed between EPSDD and the Consultant
Government agency meeting/s	Consultant team and EPSDD project team	As required / Date and time to be confirmed	As above
Government agency workshop/s	Consultant team and EPSDD project team	Two workshops (length 2 hours) for Stages 3 and 4 / Date and time to be confirmed	To be held at EPSDD's office, 480 Northbourne Avenue, Dickson, ACT, or using appropriate technology.
Project close out	Consultant team and EPSDD project team	Once at end of project	This could be held face-to-face or via videoconferencing, as mutually agreed between EPSDD and the Consultant

A.A.3 (f) Customer Material

Insert any background material, information or documents to be provided to the Supplier to assist with the delivery of the requirements if applicable or otherwise indicate 'Not Applicable'

A.A.3 (g) Facilities and Assistance provided by the Customer

Not applicable.

A.A.4 REQUEST FOR QUOTATION (RFQ) DISTRIBUTION

This RFQ and any updates will be distributed by via Email.

Any questions relating to this RFQ must be directed to the Customer's Contact Officer at A.A.6.

A.A.5 LODGEMENT METHOD

Email:

Responses should be lodged via Email:

- to Helena.Seagrott@act.gov.au
- identifying the Reference Number PIEP0004399 in the subject line, by the Closing Time specified in A.A.1.

A.A.6 CUSTOMER'S CONTACT OFFICER

For all matters relating to this RFQ, the Customer's Contact Officer will be the person occupying the position of:

Name: Nathan Watt
Position: Director, Strategic Planning and Policy Branch, Planning and Urban Policy
Email: strategicplanning@act.gov.au

COMPLAINTS HANDLING

A Tenderer who wishes to make a complaint about a procurement activity must follow the process outlined in the ACT Government Supplier Complaints Management Procedure. This procedure can be accessed from the ACT Procurement website at [Supplier and Tenderer Complaints - Procurement ACT](#)

Any complaints relating to this procurement should, in the first instance, be referred to the Customer's Contact Officer.

A.A.7 WARRANTY PERIOD (for Supplies that include Goods) 

Not Applicable.

A.A.8 INSURANCE

The Supplier should effect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

- Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
- For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.



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- (c) For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.



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DRAFT ADDITIONAL CONTRACT TERMS

Not applicable

TERRITORY STANDARD TERMS OF QUOTATION

A.B.1 Background

Some terms used in this document have been given a special meaning. Their meanings are set out in the Territory Glossary of Terms.

Discrepancies, Misdescriptions, Error and Omissions

The Request for Quotation (RFQ) may contain information that may be described as data, documents, and images, prepared by Territory agencies. While that information has been formulated with care, the Customer does not warrant or represent that it is free from misdescription, error or omission.

A Potential Supplier who utilises an automatic language translation service in connection with this RFQ does so at its own risk.

Amendments to RFQ

The Customer may amend, or clarify any aspect of this RFQ, prior to the Closing Time by issuing a formal amendment to this RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will be issued simultaneously to all Potential Suppliers, as far as practicable.

Queries and clarifications

Any queries regarding this RFQ should be addressed to the contact officer as set out in clause A.A.6 [*Customer's Contact Officer*].

Costs of Submitting a Response

No contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this RFQ, decline to accept any Response; decline to issue any contract; or satisfy its requirement separately from this RFQ process.

Participation in any stage of an RFQ is at the Potential Supplier's sole risk and cost.

A.B.2 Precedence of Documents

If there is inconsistency between any of the parts of this RFQ, the following order of precedence shall apply:

- (a) Request for Quotation (RFQ);
- (b) Territory Standard Terms of Quotation; and
- (c) Territory Glossary of Terms,

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.3(f) [*Customer Material*].

If this RFQ references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material which are publicly available (including at a cost), the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

A.B.4 Lodging a Response

Acknowledgement

By lodging a Response, Potential Suppliers agree that the Response will remain open for acceptance for ninety (90) calendar days from the date set out in clause A.A.1 [*Closing Time*] and to sign a Contract which incorporates the *Territory Contract Terms*.

The Customer will not be liable to the Potential Supplier on the basis of any promissory estoppel, contractual, quasi contractual

or restitutionary grounds whatsoever arising as a consequence of any matter relating or incidental to a Potential Supplier's participation in this RFQ process.

This includes instances where the Potential Supplier is not invited to participate in any subsequent process following completion of this RFQ process; the Customer varies or terminates this RFQ process; or the Customer decides not to contract for all or any of the requirements.

Price Basis, English Language and Metric Units

Potential Suppliers should submit Responses using the Response Form provided.

The Response must be in English.

Prices must be quoted in Australian currency and must show the GST exclusive price, the GST component, if any, the GST inclusive price, all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

All dimensions and units on plans and drawings and all references to measurements must be in metric units.

Non-Conforming Responses

A Response that:

- (a) is at variance with or does not respond to or does not fully comply with any requirement of the RFT; or
 - (b) is incomplete, cannot be read or decrypted; or
 - (c) potentially contains any virus, malicious code or anything else that might compromise the integrity or security of Tenders ACT and/or the Territory's ICT environment
- may be deemed to be non conforming.

The Territory may at its absolute discretion, in respect of a Tender that is non conforming or which has been deemed by the Territory to be non-conforming having regard to any Conditions of Tender:

- (a) reject and not further consider the Tender;
- (b) ignore any non-conformance in the Tender and assess the Tenders against the Assessment Criteria; or
- (c) if it is possible to correct the non-conformance without affecting the probity of the Tender process, permit the Tenderer to do so.

Alternative Responses

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Statement of Requirement described in this RFQ, where the option to do so was stated in this RFQ or agreed in writing with the Customer prior to the Closing Time.

Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

Lodgement and Closing Time

The Response must be lodged as set out in clause A.A.5 [*Lodgement Method*] prior to the A.A.1 [*Closing Time*].

Extensions and Late Response

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this RFQ unless the Response is late as a consequence of the Customer's mishandling.

TERRITORY STANDARD TERMS OF QUOTATION

Further Information, Clarification and Enquiries

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

Improper Conduct

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this RFQ process.

Conflict of Interest

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises. A perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised.

A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the *Government Procurement Act 2001 (ACT)*, *Government Procurement Regulation 2007 (ACT)* and related Territory procurement policies, to determine the best value for money outcome for the Customer.

Threshold Assessment Criteria

The Customer will exclude from consideration any Response that does not meet clause A.A.2 [*Threshold Assessment Criteria*], if any, and the Response will not be considered for further assessment against the Comparative Assessment Criteria.

Assessment Criteria

Unless otherwise stated in an RFQ, the Customer will assess value for money, in consideration of:

- (a) the extent to which the Potential Supplier's Response meets the Customer's requirement set out in this RFQ;
- (b) the extent to which the Potential Supplier's Response demonstrates the Potential Supplier's capacity to provide the requirement;
- (c) the whole of life costs to be incurred by the Customer (noting this criterion may consider both the quoted price and any costs which the Customer would incur as a result of accepting any Potential Supplier's Response);
- (d) the risk (which may include, without limitation, financial risk and risk arising as a result of the Response being assessed as an unacceptably high risk against any Assessment Criteria); and
- (e) any other matters specified as assessment criteria in this RFQ.

Viability

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

Reference Checks

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

Selection of Supplier and Debrief

The Customer is under no obligation to select any Response and may vary or discontinue this RFQ process upon giving written notice to Potential Suppliers.

Upon conclusion of this RFQ assessment process the Customer may commence contract negotiations with Potential Supplier(s), however is not obliged to execute a contract with any Potential Supplier.

The Customer will notify unsuccessful Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the award of a contract.

A.B.6 Disclosure

Potential Suppliers acknowledge that the Territory may be required to disclose information, either under the *Freedom of Information Act 2016 (ACT)* or by the responsible Minister in the Legislative Assembly.

A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers appropriate.

In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information, in accordance with A.B.A [*Notifiable Contracts*].

A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Territory is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995 (Cth)*.

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.

TERRITORY STANDARD TERMS OF QUOTATION

A.B.A Notifiable Contracts

Potential Suppliers must specify in writing if they believe any information in relation to this ATM is confidential and wishes that information to be treated as confidential in any potential contract.

Potential Suppliers are advised that under the *Government Procurement Act 2001* (ACT) the Territory must publish prescribed information about invoices with a value of \$25,000 (inclusive of GST) or more (“notifiable invoices”) on the “Notifiable Invoices Register”. Refer www.procurement.act.gov.au.

Potential Suppliers should seek their own legal advice as to the implications for them of the notifiable contracts and notifiable invoices provisions of the *Government Procurement Act 2001* (ACT).

A.B.B. Affirmative Action

The Customer will not enter into a contract with a Potential Supplier named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

A.B.C Ownership of Responses

All Responses lodged in accordance with this RFQ become the property of the Territory, which may use each Response for assessment purposes.

A Potential Supplier:

- (a) retains intellectual property rights in their Response; and
- (b) authorises the Territory, subject to any other person's rights, to communicate, reproduce, use or supply the content of their Response for any purpose in respect of the assessment of their Response; and
- (c) must specify in their Response if any intellectual property or moral rights vest in an entity or a person other than the Potential Supplier, naming the entity or person, and indicating to what extent this authorisation in paragraph (b) may be limited.

A.B.D. Complaints Handling

The Potential Supplier should notify the contact officer, as set out in clause A.A.6 [*Customer's Contact Officer*], of the nature of any complaint in regard to the procurement activity.

If the Customer's Contact Officer cannot resolve the matter, the Potential Supplier will then submit a completed Supplier Complaint Form.

The contact officer will provide a written acknowledgement of the receipt of the Supplier Complaint Form within 2 business days.

A Complaint received and managed under the Territory Supplier Complaints Management Procedure will not generally stop or reverse any decision made by a Territory Entity.

TERRITORY CONTRACT TERMS

C.C.1 Background

- a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.
- b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.
- c) In the Contract, unless a contrary intention is expressed:
 - i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
 - ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
 - iii) words in the singular include the plural and vice versa;
 - iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
 - v) an obligation imposed on more than one person binds them jointly and severally; and
 - vi) the word "include" and any derivation is not to be construed as a word of limitation.

C.C.2 Relationship of the Parties:

- a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.
- c) In all dealings related to the Contract, the parties agree to:
 - i) communicate openly with each other and cooperate in achieving the contractual objectives; and
 - ii) act honestly and ethically; and
 - iii) comply with reasonable commercial standards of fair conduct; and
 - iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
 - v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

- a) The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

- a) The Contract is comprised of:
 - i) *Additional Contract Terms* (if any);
 - ii) *Territory Glossary of Terms*;
 - iii) *Territory Contract Terms*; and
 - iv) *Statement of Work*; and
 - v) *Contract Annex 1 – Supplementary information* (if any),
unless otherwise agreed in writing between the parties.
- b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.
- c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

- a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.
- c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (f) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.28 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

C.C.8 Notices:

- a) A Notice is deemed to be effected:
 - i) if delivered by hand - upon delivery to the relevant address;
 - ii) if sent by registered post - upon delivery to the relevant address; or
 - iii) if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee.
- b) A Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

C.C.9 Assignment:

- a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a

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Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

- b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

- a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.
- c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [Subcontractors] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

C.C.11 Delivery and Acceptance:

- a) The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.
- b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [Delivery and Acceptance] and advise the Customer when it will be able to so.
- c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(d) [Delivery and Acceptance], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.
- d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the *Statement of Work* at Item C.A.2(d) [Delivery and Acceptance], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

- e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.
- i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the *Statement of Work*) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.

C.C.12 Licences Approvals and Warranties:

- a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.
- b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.
- c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

TERRITORY CONTRACT TERMS

- f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.
- g) To the extent the Supplier or a third party holds any Intellectual Property Rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.
- h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.
- i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.

C.C.13 Specified Personnel:

- a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
 - i) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
 - ii) is not a fit and proper person; or
 - iii) is not suitably qualified to perform the Services.
- c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

- a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.
- b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.
- c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies

to the Goods and/or Services delivered under the Contract.

- d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 [*Insurances*] with a Prescribed Insurer and provide the Customer with proof when reasonably requested

C.C.15 Termination or Reduction for Convenience:

- a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.
- b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [*Delivery and Acceptance*] and Item C.A.2(d) [*Delivery and Acceptance*] before the effective date of termination or reduction.
- e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

- a) The Customer may terminate the Contract in whole or in part if:
 - i) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
 - ii) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [*Delivery and Acceptance*] and the Goods and/or Services are not remedied as required by the Notice of rejection;
 - iii) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
 - iv) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- b) Subject to complying with any requirements in the *Corporations Act 2001 (Cth)*, the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:
 - i) is unable to pay all its debts when they become due;

TERRITORY CONTRACT TERMS

- ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).
- c) Termination of the Contract under this clause does not change the Customer’s obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments:**
- a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 [*Contract Price and Payment*] of the *Statement of Work*.
 - b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
 - c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
 - d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the Procurement Act, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
 - e) Except if otherwise stated in this Contract, the Contract Price is:
 - i) payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;
 - ii) inclusive of GST and all other taxes, duties and charges; and
 - iii) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
 - f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.
- C.C.18 Dispute Resolution:**
- a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:
 - i) both Contract Managers will try to settle the dispute by direct negotiation;
 - ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - iii) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
 - iv) failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer’s discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.
 - b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
 - c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
 - d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
 - e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
 - f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 [*Termination for Cause*] or to legal proceedings for urgent interlocutory relief.
- C.C.19 Transition In:**
- The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out:**
- If the Contract expires or is terminated under clause C.C.16 [*Termination for Cause*] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Laws:**
- The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.
- C.C.22 Compliance with Territory Laws and Policies:**
- a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.
 - b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to H below, it must:
 - i) immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and
 - ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- C.C.23 Access to Supplier’s Premises and Records:**
- a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

TERRITORY CONTRACT TERMS

- b) Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996 (ACT)*, the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or *Freedom of Information Act 2016 (ACT)*.
- c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.
- d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the *Territory Records Act 2002 (ACT)*) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.

C.C.24 Information Privacy Act Requirements:

- a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
- comply with the *Territory Privacy Principles (TPPs)* and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Supplier does not) act or engage in a practice that breaches a TPP or a TPP Code; and
 - co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.

C.C.25 Non-Disclosure of Customer Information:

- a) The Supplier must:
- use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
 - not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
 - notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.
- b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
- required or authorised to be disclosed by law or a stock exchange;
 - disclosed to the Supplier's solicitors, auditors, insurers or advisers;
 - publicly available (other than through breach of a confidentiality or non-disclosure obligation); or

iv) in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.

- c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

C.C.26 Security and Safety:

- a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

C.C.27 Criminal Code:

- a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900 (ACT)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

C.C.28 Fraud:

- a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.
- b) The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.
- c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

C.C.29 Taxation:

- a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

C.C.30 Confidential Text under the Procurement Act:

- a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.

TERRITORY CONTRACT TERMS

- b) If Item C.A.9 [*CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)*] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in Item C.A.9 and clause C.C.30 (c) applies.
- c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
- v) is required or authorised to be disclosed under law;
 - vi) is reasonably necessary for the enforcement of the criminal law;
 - vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - viii) is generally available to the public;
 - ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
 - x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.
- C.C.31 Work Health and Safety**
- a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
 - b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
 - c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation .
 - d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.
 - e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).

TERRITORY GLOSSARY OF TERMS

The following definitions apply unless the context otherwise requires, a reference to:

- (a) an Item in the form A.A.[x] – is a reference to an item in the **Territory Request for Quotation**;
- (b) an Item in the form A.B.[x] – is a reference to an item in the **Territory Standard Terms of Quotation**;
- (c) an Item in the form A.C.[x] – is a reference to an item in the **Draft Additional Contract Terms**;
- (d) an Item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- (e) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**; and
- (f) a clause in the form C.C.[x] – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

“Acceptable Quality” means quality of goods that is:

- (a) fit for all the purposes for which goods of that kind are commonly supplied;
- (b) acceptable in appearance and finish;
- (c) free from defects;
- (d) delivered at the times to the places detailed in the *Statement of Work*;
- (e) safe; and
- (f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

- (g) the nature of the goods;
- (h) the price of the goods (if relevant);
- (i) any statements made about the goods on any packaging or label on the goods;
- (j) any representation made about the goods by the Supplier; and
- (k) any other relevant circumstances relating to the supply of the goods.

“Acceptance Period” has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*], if specified.

“Acceptance Tests” has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*].

“Additional Contract Terms” means the terms and conditions set out in the section of the Contract with the heading “Additional Contract Terms”.

“Business Day” means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

“Canberra Region” means the area comprising the Australian Capital Territory and the NSW Member Councils including Bega Valley, Eurobodalla, Goulbourn-Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

“Confidential Text” means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 [*Confidential Text under the Government Procurement Act 2001 (ACT)*] as being Confidential Text.

“Contract” means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.4 [*Precedence of Documents*].

“Contract Manager” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

“Contract Price” means the total price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“Contract Term” has the meaning given in Item C.A.1 [*Key Events and Dates*].

“Correctly Rendered Invoice” means an invoice that:

- (a) is correctly addressed and calculated in accordance with the Contract;
- (b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- (c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- (d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (e) is a valid tax invoice in accordance with the GST Act.

“Customer” means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to “Customer” include any employees, agents or subcontractors of the Customer.

“Customer Information” the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;
 - (b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or
 - (c) is Personal Information,
- but does not include information that:
- (d) is or becomes public knowledge other than by breach of a Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Customer to the Supplier as not being confidential.

“Customer Material” means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in Item C.A.2(g) in the *Statement of Work*.

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

Territory GLOSSARY of Terms

"Draft Additional Contract Terms" means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

"Goods and Services" means:

- (a) the Goods, Services or Goods and Services and any Material specified in the Contract; and
- (b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Information Privacy Act" means the *Information Privacy Act 2014* (ACT).

"LIPP" means the Territory's Local Industry Participation Policy.

"Local" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in inter-jurisdictional procurement and trade agreements.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

"Material" means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Moral Rights" means the rights in *Part IX* of the *Copyright Act 1968* (Cth) including the right of attribution, the right against false attribution and the right of integrity.

"Notice" means an official notice or communication under the contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Personal Information" has the meaning set out in the Information Privacy Act.

"Potential Supplier" means a Respondent.

"Pre-Existing Material" means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"Prescribed Insurer" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

"Procurement Act" means the *Government Procurement Act 2001* (ACT).

"Requirement" means:

- (a) when used in the Request for Quotation, the Goods and Services described in A.A.2 [*The Requirement*]; and
- (b) when used in the Territory Contract Terms, the Goods and Services described in the section of the *Statement of Work* with the heading "The Supplies".

"Respondent" means the legal entity that submits a response to a Request for Quotation.

"Response" means a quotation lodged by a respondent in response to a Request for Quotation.

"RFQ" means a Request for Quotation.

"SME" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

"Specified Personnel" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

"Statement of Requirement" means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

"Statement of Work" means the section of the Contract, as the case may be, with the heading "Statement of Work".

"Supplier" means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

"Supplies" has the same meaning as Goods and Services.

"Support Material" is Pre-Existing Material specified as support material in the *Statement of Work* (if any).

"Territory" means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

"TPPs" means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"TPP Code" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"Warranty Period" means the period of warranty for the Goods specified in Item C.A.7 in the *Statement of Work* or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 [*Delivery and Acceptance*].

"WHS Legislation" means:

- (a) the *Work Health and Safety Act 2011* (ACT);
- (b) the *Work Health and Safety Regulation 2011* (ACT);
- (c) all instruments issued under the *Work Health and Safety Act 2011*(ACT) or the *Work Health and Safety Regulation 2011* (ACT);
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

Attachments

ATTACHEMENTS

PIEP0004399 - Attachment A - Statement of Requirement (SOR) - Housing Diversity and Supply - Planning

PIEP0004399 - Attachment B - RFQ Supplier Response Form

PIEP0004399 - Attachment C - Geospatial Deliverable Standard